

EXHIBIT NO. ____ (RG-12)
DOCKET NO. UE-07 ____
2007 PSE PCORC
WITNESS: ROGER GARRATT

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

Docket No. UE-07 ____

**ELEVENTH EXHIBIT (NONCONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF
ROGER GARRATT
ON BEHALF OF PUGET SOUND ENERGY, INC.**

MARCH 20, 2007

MEMBERSHIP INTERESTS PURCHASE AGREEMENT

By and Between

GOLDENDALE ENERGY CENTER, LLC,

AS SELLER

And

PUGET SOUND ENERGY, INC.,

AS BUYER

Dated as of November 3, 2006

TABLE OF CONTENTS

	Page
ARTICLE 1 PURCHASE AND SALE OF THE PURCHASED INTERESTS	1
1.1 Transfer of Purchased Interests	1
1.2 Excluded Assets	3
1.3 Assumption of Liabilities	5
1.4 Excluded Liabilities	5
1.5 Non-Assignment of Assigned Contracts	6
ARTICLE 2 CONSIDERATION	6
2.1 Consideration	6
2.2 Deposits	7
ARTICLE 3 CLOSING AND DELIVERIES	7
3.1 Closing	7
3.2 Seller's Deliveries	7
3.3 Buyer's Deliveries	8
3.4 Proration	9
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER	9
4.1 Organization	9
4.2 Authorization and Validity	9
4.3 No Conflict or Violation	9
4.4 Consents, Approvals and Notifications	10
4.5 Compliance with Law	10
4.6 Litigation	10
4.7 Material Contracts	10
4.8 Permits	11
4.9 Environmental Matters	12
4.10 Employee Benefits	12
4.11 Real Property	13
4.12 Personal Property	13
4.13 Regulatory Status	13
4.14 Taxes	13
4.15 Condition of Acquired Assets	14
4.16 New LLC	14
4.17 Capitalization	14
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER	14
5.1 Corporate Organization	14
5.2 Authorization and Validity	14
5.3 No Conflict or Violation	15
5.4 Consents, Approvals and Notifications	15
5.5 Availability of Funds	15

5.6	Adequate Assurances Regarding Assigned Contracts	15
5.7	Licenses, Permits, etc	15
5.8	Investigation by Buyer	15
ARTICLE 6	COVENANTS OF SELLER	16
6.1	Actions Before Closing	16
6.2	Conduct of Business Before the Closing Date.	16
6.3	Sale Order and Bidding Procedures Order	17
6.4	Consents and Approvals.....	17
6.5	Access to Properties and Records; Confidentiality	17
6.6	Rejection of Assigned Contracts	18
6.7	Further Assurances	18
6.8	Cure Costs and Cure of Non-Monetary Defaults	18
6.9	Notices.....	19
6.10	Additional Real Property.....	19
6.11	Provision of Data; Transfer of Software	19
6.12	Revocation of Gas Transportation Agency Arrangement	19
ARTICLE 7	COVENANTS OF BUYER	19
7.1	Actions Before Closing Date.....	19
7.2	Consents, Approvals and Notifications	20
7.3	Adequate Assurances Regarding Assigned Contracts	20
7.4	Cure Costs Other than Seller’s Cure Costs	20
7.5	Support Obligations.....	20
7.6	Availability of Business Records	22
7.7	Calpine Marks	22
7.8	Casualty Loss	23
ARTICLE 8	BANKRUPTCY PROCEDURES	23
8.1	Bankruptcy Actions.....	23
8.2	Bidding Procedures	24
ARTICLE 9	EMPLOYEE MATTERS	24
9.1	Possible Employment Offers.....	24
9.2	WARN Act Obligations	24
9.3	Key Employee Retention Plan	24
9.4	Employment Agreements.....	25
ARTICLE 10	REGULATORY MATTERS	25
10.1	Regulatory Filings	25
10.2	Cooperation; Confidentiality Agreement	25
10.3	Objections or Other Challenges	26
ARTICLE 11	TAXES.....	27
11.1	Taxes Related to Purchase of Assets.....	27
11.2	Proration of Real and Personal Property Taxes	27
11.3	Cooperation on Tax Matters.....	28

11.4	Retention of Tax Records.....	28
11.5	Allocation of Purchase Price and Purchase Price Allocation Forms.....	28
11.6	Unbilled Transactional Taxes.....	30
11.7	Washington Tax Ruling	30
ARTICLE 12	CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES	30
12.1	Conditions Precedent to Performance by Seller and Buyer	30
12.2	Conditions Precedent to Performance by Seller.....	31
12.3	Conditions Precedent to the Performance by Buyer	31
ARTICLE 13	TERMINATION AND EFFECT OF TERMINATION.....	33
13.1	Right of Termination	33
13.2	Termination Without Default.	33
13.3	Effect of Failure of Seller’s Conditions to Closing.	35
13.4	Effect of Failure of Buyer’s Conditions to Closing.	35
13.5	Termination on Alternative Transaction.	36
ARTICLE 14	MISCELLANEOUS.....	37
14.1	LIMITATION ON DAMAGES	37
14.2	Successors and Assigns	37
14.3	Dispute Resolution.	37
14.4	Governing Law; Jurisdiction	38
14.5	Disclosure Schedule Supplements	38
14.6	Warranties Exclusive.....	38
14.7	Survival of Representations and Warranties	39
14.8	No Recourse Against Third Parties	39
14.9	Mutual Drafting.....	39
14.10	Expenses.....	39
14.11	Broker’s and Finder’s Fees	40
14.12	Severability.....	40
14.13	Notices.....	40
14.14	Amendments; Waivers	41
14.15	Schedules.....	41
14.16	Public Announcements.....	41
14.17	Entire Agreement	42
14.18	Parties in Interest.....	42
14.19	Headings.....	42
14.20	Construction	42
14.21	Currency	42
14.22	Time of Essence	42
14.23	Counterparts	42
ARTICLE 15	DEFINITIONS	42
15.1	Certain Terms Defined	42
15.2	All Terms Cross-Referenced	49

EXHIBITS

Exhibit A.....	Form of Assignment Agreement
Exhibit B.....	Form of Sale Order
Exhibit C.....	Form of Bidding Procedures Order
Exhibit D.....	Form of Transfer and Contribution Agreement
Exhibit E.....	Form of Special Warranty Deed

DISCLOSURE SCHEDULES

Schedule 1.1(a)	Owned Real Property
Schedule 1.1(c)	Equipment
Schedule 1.1(d)	Customer Contracts
Schedule 1.1(e)	Supplier Contracts
Schedule 1.1(f)	Other Contracts
Schedule 1.1(i)	Permits
Schedule 1.1(l)	Software Licenses
Schedule 1.2(m)	Calpine Marks
Schedule 1.2(q)	Excluded Assets
Schedule 1.4	Excluded Liabilities
Schedule 4.4	Seller's Required Consents
Schedule 4.5	Compliance with Law
Schedule 4.6	Litigation
Schedule 4.7	Material Contracts and Related Exceptions
Schedule 4.8	Material Permits and Related Exceptions
Schedule 4.9	Environmental Matters
Schedule 4.10	Employee Benefit Plans; Business Employees
Schedule 4.15	Condition of Acquired Assets
Schedule 5.4	Buyer's Required Consents
Schedule 7.5(a)	Credit Support Obligations
Schedule 11.5	Real Property Allocation Schedule for REET
Schedule 15.1	Permitted Liens

MEMBERSHIP INTERESTS PURCHASE AGREEMENT

THIS MEMBERSHIP INTERESTS PURCHASE AGREEMENT (this “*Agreement*”), dated as of November 3, 2006 (“*Execution Date*”), is made by and between Goldendale Energy Center, LLC (the “*Seller*”), a Delaware limited liability company, and Puget Sound Energy, Inc., a Washington corporation (the “*Buyer*”) (each a “*Party*” and together the “*Parties*”). Capitalized terms used in this Agreement are defined or cross-referenced in Article 15.

BACKGROUND INFORMATION

WHEREAS, Seller is an indirect wholly owned subsidiary of Calpine Corporation (“*Calpine*”), a Delaware corporation;

WHEREAS, on December 20, 2005, Calpine and its debtor Affiliates, including Seller, filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Purchased Interests, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363, and 365 of the Bankruptcy Code;

WHEREAS, it is intended that the acquisition of the Purchased Interests would be accomplished through the sale, transfer and assignment of the Purchased Interests by Seller to Buyer;

WHEREAS, Buyer also desires to assume, and Seller desires to assign and transfer to Buyer, the Assumed Liabilities;

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF THE PURCHASED INTERESTS

1.1 Transfer of Purchased Interests. At the Closing, and upon the terms and conditions herein set forth, Seller shall sell to Buyer, and Buyer shall acquire from Seller, all of Seller’s right, title and interest in, to and under one hundred percent (100%) of the membership interests (the “*Purchased Interests*”) in a single member Delaware limited liability company (“*New LLC*”), free and clear of Liens, claims and other interests (except for Permitted Liens and Assumed Liabilities) pursuant to sections 105, 363 and 365 of the Bankruptcy Code, after Seller has, immediately prior to the Closing, organized New LLC and contributed, conveyed, assigned and transferred to New LLC pursuant to the terms of a transfer and contribution agreement (the “*Transfer and Contribution Agreement*”) in the form attached hereto as Exhibit D, all of Seller’s right, title and interest in, to and under the Acquired Assets free and clear of Liens, claims and other interests (except for Permitted Liens and Assumed Liabilities) pursuant to

sections 105, 363 and 365 of the Bankruptcy Code. “**Acquired Assets**” shall mean solely the following property, but shall exclude the Excluded Assets:

(a) all real property owned or to be owned (as contemplated by Section 6.10) by Seller and listed on Schedule 1.1(a) of the disclosure schedules accompanying this Agreement (the “**Disclosure Schedules**”), together with all improvements, structures and fixtures thereon (the “**Owned Real Property**”);

(b) all of Seller’s rights (including the Additional Real Property Entitlements to be transferred to Seller as contemplated by Section 6.10) under the easements, rights of way, real property licenses, and other real property entitlements related to its Owned Real Property (the “**Entitled Real Property**” and, together with the Owned Real Property, the “**Real Property**”);

(c) all of (i) Seller’s owned equipment, spare parts, machinery, furniture, fixtures, and other personal property that is either (A) used exclusively or substantially on an exclusive basis in the Business and not listed on Schedule 1.2(q), (B) located on, or in transit to, the Real Property or (C) listed on Schedule 1.1(c) (the “**Equipment**”); and (ii) any rights of Seller to the warranties and licenses received from manufacturers and sellers of the Equipment or otherwise relating to the Power Plant;

(d) all of Seller’s rights under sales orders, service agreements, customer contracts or other similar Contracts entered into by Seller with the customers that are listed on Schedule 1.1(d) of the Disclosure Schedules or (ii) pursuant to Contracts otherwise listed on Schedule 1.1(d) of the Disclosure Schedules (“**Customer Contracts**”);

(e) all of Seller’s rights under outstanding purchase orders, service agreements, transmission agreements, leases of personal property or other similar Contracts to the extent pertaining to the Business (“**Supplier Contracts**”), including those entered into by Seller with any supplier that are listed on Schedule 1.1(e) of the Disclosure Schedules;

(f) all of Seller’s rights under the Contracts that are listed on Schedule 1.1(f) of the Disclosure Schedules, including the Additional Real Property Farming Lease to be transferred by Calpine to Seller as contemplated by Section 6.10 (the “**Other Contracts**” and, together with the Customer Contracts, the Supplier Contracts and any licenses transferred pursuant to Section 1.1(l) below, the “**Assigned Contracts**”);

(g) all inventories of fuel, chemical and gas inventories, supplies and materials located at or in transit to the Real Property and owned by Seller on the Closing Date (the “**Inventory**”).

(h) any rights of Seller to the warranties received from third parties with respect to any Acquired Assets, including Equipment, Intangible Property and Inventory;

(i) to the extent transferable under applicable Law, all rights of Seller under the permits, authorizations, approvals, registrations, Emission Allowances and licenses (and pending applications for the foregoing) issued by any Government and related to the

Business or the Power Plant (collectively, the “**Permits**”), including those listed on Schedule 1.1(i) of the Disclosure Schedules;

- (j) copies of all Business Records;
- (k) all of Seller’s right, title and interest in and to the Power Plant;
- (l) any computer software or systems, inventions, proprietary processes, patents and patent rights, copyrights and copyright rights, trade secrets, know-how, source and object codes and all other intellectual property and intellectual property rights owned or licensed by Seller and used exclusively or substantially on an exclusive basis in the Business, including (A) computer data relating to the operation and maintenance of the Power Plant, (B) rights to, and goodwill represented by, the names “Goldendale Energy Center,” “Goldendale Power” and “Goldendale Power Project” and (C) subject to Section 6.11, all of the software listed on Schedule 1.1(l) (collectively, the “**Intangible Property**”); provided, that nothing in this Section 1.1(l) will give Buyer any rights to any name that includes a Calpine Mark; and
- (m) except as set forth in Section 1.2(g) below, all rights to Claims, refunds or adjustments, and all rights to insurance proceeds or other insurance recoveries, of Seller or any Affiliate of Seller with respect to the Acquired Assets, to the extent relating to the Assumed Liabilities.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Purchased Interests (and thereby the Acquired Assets) are the only properties and assets transferred to Buyer under this Agreement. Without limiting the generality of the foregoing, the Acquired Assets do not include (i) any right, title or interest of any Person other than Seller in any property or asset (except for the Additional Real Property and the Additional Real Property Farming Lease to be transferred by Calpine to Seller as contemplated by Section 6.10) and (ii) the properties and assets of Seller listed or described in this Section 1.2 as follows (all properties and assets not being acquired by Buyer are herein referred to as the “**Excluded Assets**”):

- (a) all of Seller’s cash and cash equivalents, marketable securities, prepaid expenses, advance payments, surety accounts, deposits and other similar prepaid items (including for the purchase of natural gas), checks in transit and undeposited checks;
- (b) all of Seller’s accounts and notes receivable as of 11:59 p.m. on the Closing Date (the “**Accounts Receivable**”);
- (c) assets, property and other rights held or owned by Calpine and its Affiliates not used exclusively or substantially on an exclusive basis by Seller in the operation of the Business, except to the extent included in the Acquired Assets pursuant to Section 1.1 above;
- (d) forecasts, financial information or financial statements and proprietary manuals (except rights to use manuals specific to and necessary for the operation of the Business) prepared by or used by Seller or its Affiliates to the extent not relating exclusively to the Business;

(e) all of Seller's rights under Contracts that are not Assigned Contracts, including the Intracompany Service Contracts;

(f) all assets to be retained by Seller pursuant to Article 9;

(g) all rights to (I) Claims, refunds or adjustments with respect to the Excluded Assets relating to any proceeding before any Government and (II) insurance proceeds or other insurance recoveries (A) that relate to, or are reimbursement for, Seller's or Seller's Affiliate's expenditures made prior to the Closing Date for which insurance proceeds are available or due to Seller or Seller's Affiliates or (B) to the extent relating to Excluded Assets or Excluded Liabilities;

(h) any asset of Seller that would constitute an Acquired Asset (if owned by Seller on the Closing Date) that is conveyed or otherwise disposed of during the period from the date hereof until the Closing Date as permitted by the terms of this Agreement;

(i) all losses, loss carry forwards and rights to receive refunds, credits and loss carry forwards with respect to any and all Taxes of Seller incurred or accrued on or prior to the Closing Date, including interest receivable with respect thereto;

(j) any and all rights, demands, claims, credits, allowances, rebates, causes of action, known or unknown, pending or threatened (including all causes of action arising under sections 510, 544 through 551 and 553 of the Bankruptcy Code or under similar state Laws including fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code) or rights of set-off (collectively, "**Claims**"), of Seller or any Affiliate of Seller arising out of or relating to events prior to the Closing Date (except to the extent relating to the Assumed Liabilities) or arising out of or relating in any way to the Chapter 11 Case or any of the transactions contemplated thereby or entered into as a consequence thereof, including any claims (as defined in section 101(5) of the Bankruptcy Code) filed, scheduled or otherwise arising in the Chapter 11 Case;

(k) except for the Purchased Interests, all shares of capital stock, partnership interests or other equity interests of Seller and all Affiliates of Seller;

(l) all rights of Seller arising under this Agreement and under any other agreement between Seller and Buyer entered into in connection with this Agreement;

(m) all rights to or goodwill represented by or pertaining to all names, marks, trade names, trademarks and service marks incorporating the name Calpine or any other name set forth on Schedule 1.2(m) (the "**Calpine Marks**") and any brand names or derivatives thereof no matter how used, whether as a corporate name, domain name or otherwise and including the corporate design logo associated with any Calpine Mark or variant of any Calpine Mark other than the Goldendale Energy Center, Goldendale Power or Goldendale Power Project;

(n) all Retained Books and Records;

(o) all of Seller's rights to recovery of collateral given to obtain letters of credit and rights to recover amounts drawn or paid on letters of credit;

(p) all accounts receivable and other amounts due to Seller from any Affiliate of Seller and all rights and Claims of Seller against any Affiliate of Seller, including all Claims of Seller against Calpine; and

(q) any assets set forth on Schedule 1.2(q) of the Disclosure Schedules; and

1.3 Assumption of Liabilities.

(a) Effective immediately prior to the Closing, New LLC shall assume, and New LLC shall thereafter pay, perform and discharge when due, the following liabilities and obligations of Seller, and no others (collectively, the "***Assumed Liabilities***"):

(i) all liabilities and obligations of Seller under the Assigned Contracts arising after Closing;

(ii) all liabilities and obligations of Seller under the Permits;

(iii) to the extent provided in Article 11, all liabilities and obligations for real and personal property Taxes and assessments that are not yet due and payable and all liabilities and obligations for any Taxes relating to the Acquired Assets for periods after the Closing Date;

(iv) all liabilities and obligations of Seller arising under any Environmental Law, to the extent, and only to the extent, relating to the ownership or operation of the Acquired Assets prior to the Closing; and

(v) all liabilities and obligations relating to or arising from the operation of the Business or the ownership of the Purchased Interests and the Acquired Assets after the Closing Date.

(b) At the Closing, as a result of the purchase by Buyer of the Purchased Interests, Buyer shall assume, and Buyer shall thereafter pay, perform and discharge, or cause to be paid, performed and discharged, when due, the Assumed Liabilities.

1.4 Excluded Liabilities. Seller shall retain all liabilities and obligations not expressly identified herein as Assumed Liabilities (the "***Excluded Liabilities***"), including the following liabilities and obligations: (i) except as specifically provided in Section 1.3 above, all liabilities and obligations relating to the operation of the Business or the ownership of the Purchased Interests and the Acquired Assets and arising on or prior to the Closing Date, including all liabilities and obligations with respect to accounts payable arising in connection with the Business or the Acquired Assets on or prior to the Closing Date (which shall include, for the avoidance of doubt, invoiced accounts payable and accrued expenses for which an invoice has not yet been rendered) (the "***Accounts Payable***"); (ii) liabilities and obligations related to the Excluded Assets; (iii) any liability or obligation for Taxes relating to the transactions contemplated by this Agreement, including (A) Transaction Taxes (except to the extent Buyer is

responsible to reimburse Seller for fifty percent (50%) of the REET imposed as a result of the transactions contemplated by this Agreement pursuant to Section 11.1 below) and (B) Taxes of a Related Person imposed on Seller; (iv) all liabilities and obligations with respect to all Employee Benefit Plans of Seller or any of its ERISA Affiliates; (v) all liabilities and obligations under any employment agreement that is in effect with respect to any Business Employee; (vi) reimbursement liabilities and obligations in respect of credit support furnished by or on behalf of Seller or its Affiliates relating to the Acquired Assets, except to the extent Buyer is obligated to indemnify Seller for certain liabilities arising post-Closing in connection with the credit support obligations specified in Schedule 7.5, as contemplated by Section 7.5; and (vii) those liabilities and obligations listed on Schedule 1.4 of the Disclosure Schedules.

1.5 Non-Assignment of Assigned Contracts. Anything contained herein to the contrary notwithstanding, (i) this Agreement shall not constitute an agreement to assign any Assigned Contract if, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without obtaining a Consent, would constitute a breach thereof or in any way negatively affect the rights of Seller or Buyer, as the assignee of such Assigned Contract and (ii) no breach of this Agreement shall have occurred by virtue of such nonassignment. If, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, such Consent is required but not obtained, Seller shall, at Buyer's sole cost and expense, cooperate with Buyer in any reasonable arrangement, including Buyer's provision of credit support, designed to provide for Buyer the benefits and obligations of or under any such Assigned Contract, including enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereto arising out of the breach or cancellation thereof by such third party; provided, that nothing in this Section 1.5 shall (x) require Seller to make any significant expenditure or incur any significant obligation on its own or on Buyer's behalf or (y) prohibit Seller from ceasing operations or winding up its affairs following the Closing. Any assignment to Buyer of any Assigned Contract that shall, after giving effect to the provisions of sections 363 and 365 of the Bankruptcy Code, require the Consent of any third party for such assignment as aforesaid shall be made subject to such Consent being obtained. Any contract that would be an Assigned Contract but is not assigned in accordance with the terms of this Section 1.5 shall not be considered an "Assigned Contract" for purposes hereof unless and until such contract is assigned to Buyer following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

ARTICLE 2 CONSIDERATION

2.1 Consideration. The aggregate consideration for the sale and transfer of the Purchased Interests shall be (a) One Hundred Million Dollars (\$100,000,000) in cash (the "**Purchase Price**"), which price is payable and deliverable at the Closing in accordance with Section 3.3 and (b) the assumption by Buyer of the Assumed Liabilities.

2.2 Deposits. On the date hereof, Buyer and Calpine have executed and delivered the Purchase Notice and no later than one (1) Business Day after the date hereof Buyer shall deposit with the Escrow Agent Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) (the "**Initial Deposit**"). No later than five (5) Business Days following the Bankruptcy Court's entry of the Sale Order or, if a qualifying bid (including a deposit) has been received in accordance

with the Bidding Procedures, no later than the Business Day prior to the Auction, Buyer shall deposit with the Escrow Agent an additional Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) (the “***Additional Deposit***,” and together with the Initial Deposit, and interest thereon, the “***Deposits***”). The Deposits shall be held and disbursed pursuant to the terms of the Master Escrow Agreement, the Purchase Notice and this Agreement.

ARTICLE 3 CLOSING AND DELIVERIES

3.1 Closing. The consummation of the transactions contemplated hereby (the “***Closing***”) shall take place at the offices of Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York at 9:00 a.m. on the third Business Day following the satisfaction or waiver by the appropriate Party of all the conditions contained in Article 12 hereof, or on such other date or at such other place and time as may be agreed to by the Parties hereto (the “***Closing Date***”). The Parties currently anticipate that certain of the deliverables described below, including documents to be recorded in the local real estate records and all funds to be disbursed at the Closing (other than the Deposits), would be delivered into escrow with the Title Company and that the Closing would occur through the use of joint closing instructions mutually acceptable to the Parties and issued to the Title Company in its capacity as the escrow agent for the Closing.

3.2 Seller’s Deliveries. On the Closing Date, Seller shall deliver to Buyer the following items:

- (a) a certificate of an officer of Seller certifying that the closing conditions set forth in Sections 12.3(a) and 12.3(b) have been satisfied;
- (b) the Assignment Agreement, duly executed by Seller;
- (c) the Business Records (it being understood that any Business Records located at the Power Plant need not be physically delivered, but shall be deemed delivered upon the occurrence of the Closing);
- (d) documentation evidencing the contribution to New LLC of all of the Acquired Assets, including (A) the Transfer and Contribution Agreement in the form of Exhibit D and (B) the special warranty deed with respect to the Owned Real Property and Entitled Real Property in the form of Exhibit E, each duly executed by Seller in form and substance satisfactory to Buyer;
- (e) a certificate of a secretary, assistant secretary or other similar officer of Seller certifying as to (i) the resolutions of the board of directors and members of Seller approving and authorizing this Agreement, the Transfer and Contribution Agreement and the transactions contemplated by this Agreement and the Transfer and Contribution Agreement, (ii) the certificate of formation of Seller and (iii) the limited liability company agreement of Seller;
- (f) an affidavit of non-foreign status that complies with section 1445 of the Code;

- (g) the Title Commitment;
- (h) an executed IRS Form W-9;
- (i) copies of any REET affidavits required to be filed in accordance with RCW 82.45; and
- (j) all such other documents, certificates and instruments customarily delivered upon consummation of transactions contemplated by this Agreement as may reasonably be requested by Buyer.

3.3 Buyer's Deliveries. On the Closing Date, in payment for the Purchased Interests:

- (a) the Escrow Agent shall pay to Seller the Deposits in accordance with the terms of the Master Escrow Agreement and the Purchase Notice, by wire transfer of immediately available funds to the bank account designated by Seller therein (the "*Seller's Account*");
- (b) Buyer shall pay to Seller the Purchase Price, reduced by the amount of the Deposits paid pursuant to Section 3.3(a), any adjustment contemplated by Section 6.8 and any amounts retained in accordance with Section 11.1, by wire transfer of immediately available funds to Seller's Account;
- (c) Buyer shall execute and deliver to Seller an instrument of assumption of liabilities with respect to the Assumed Liabilities substantially in the form of the Assignment Agreement attached as Exhibit A hereto;
- (d) Buyer shall deliver a certificate of an officer of Buyer certifying that the closing conditions set forth in Sections 12.2(a) and 12.2(b) have been satisfied;
- (e) Buyer shall deliver a certificate, in form and substance reasonably satisfactory to Seller, of a secretary, assistant secretary or other similar officer of Buyer certifying as to (i) the resolutions of the board of directors of Buyer approving and authorizing this Agreement and the transactions contemplated by this Agreement, (ii) the certificate of incorporation of Buyer and (iii) the bylaws of Buyer;
- (f) copies of any REET affidavits required to be filed in accordance with RCW 82.45; and
- (g) Buyer shall deliver all such other documents, certificates and instruments customarily delivered upon consummation of transactions contemplated by this Agreement as may reasonably be requested by Seller.

3.4 Proration. The Parties agree that all of the items normally prorated in a transaction of the type contemplated by this Agreement, including the following items listed below relating to the Business and the ownership of the Purchased Interests and the Acquired Assets, shall be prorated as of the Closing, with Seller liable to the extent such items relate to any period or portion thereof ending on or prior to the Closing, and Buyer liable to the extent such

items relate to periods after the Closing Date: (i) rent, and other items payable by or to Seller or Buyer under any Assigned Contract, (ii) any Permit or other fees, (iii) sewer rents and charges for water, telephone, electricity and other utilities, and (iv) Taxes (other than Transaction Taxes), which shall be prorated in accordance with Section 11.2. The amount of all such prorations that must be paid in order to convey the Purchased Interests and the Acquired Assets to Buyer free and clear of all Liens other than Permitted Liens shall be calculated and paid on the Closing Date; all other prorations shall be calculated by the Party having the applicable payment obligation (or as otherwise contemplated by this Agreement) and paid by the Parties as soon as practicable thereafter.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows, except in all cases as disclosed in the Disclosure Schedules, as the same may be amended or modified in accordance with Section 14.5 hereof:

4.1 Organization.

(a) Seller is duly organized and validly existing under the Laws of the jurisdiction of its organization. Subject to any necessary authority from the Bankruptcy Court, Seller has all requisite limited liability company power and authority to own its properties and assets and to conduct its business as now conducted.

(b) New LLC shall be formed immediately prior to the Closing, and as of the Closing, New LLC will (i) be duly organized and validly existing under the Laws of the State of Delaware and (ii) have all requisite limited liability company power and authority to own its properties and assets and to conduct its business as then conducted.

4.2 Authorization and Validity. Subject to the Bankruptcy Court's entry of the Sale Order and the receipt of the Consents set forth on Schedule 4.4 of the Disclosure Schedules, Seller has all requisite limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder. Subject to the entry of the Sale Order, the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all necessary limited liability company action by the board of directors and members of Seller, and no other proceedings on the part of Seller are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Seller and, subject to the Bankruptcy Court's entry of the Sale Order, constitutes its valid and binding obligation, enforceable against it in accordance with the terms herein.

4.3 No Conflict or Violation. Subject to (a) the receipt of all Consents set forth on Schedule 4.4 of the Disclosure Schedules, (b) the Bankruptcy Court's entry of the Sale Order and (c) the receipt of the Antitrust Approvals, the execution, delivery and performance by Seller of this Agreement does not and will not (i) violate or conflict with any provision of the certificate of formation and limited liability company agreement (or equivalent organizational documents) (collectively, the "***Organizational Documents***") of Seller, (ii) violate any provision of law, regulation, rule or other legal requirement of any Government ("***Law***") or any order, judgment or

decree of any court or Government (“**Order**”) applicable to Seller, or (iii) violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any Assigned Contract, which violation, conflict, breach or default in any such case would reasonably be expected to have a Material Adverse Effect.

4.4 Consents, Approvals and Notifications. The execution, delivery and performance of this Agreement by Seller does not require the Consent of, or filing with or notification of, any Government or any other Person except: (a) as required under any Antitrust Law; (b) for the matters set forth on Schedule 4.4, (c) for the entry of the Sale Order by the Bankruptcy Court; or (d) for such Consents and filings, the failure to obtain or make which would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the ability of Seller to consummate the transactions contemplated hereby.

4.5 Compliance with Law. With respect to the conduct of the Business and the ownership and operation of the Purchased Interests and the Acquired Assets, Seller is not in violation of any Law (other than Environmental Law, as to which the only representations and warranties made by Seller are those contained in Section 4.9), except for violations that would not reasonably be expected to have a Material Adverse Effect. No investigation or review by any Government relating to the conduct of the Business of the ownership or operation of the Purchased Interests or the Acquired Assets is pending or, to the Knowledge of Seller, threatened. Except as set forth on Schedule 4.5 of the Disclosure Schedules and as may result from the filing of the Chapter 11 Case, since January 1, 2005, Seller has not received written notice of any violation of any Law (other than with respect to Environmental Law, as to which the only representations and warranties made by Seller are those contained in Section 4.9) nor is Seller in default with respect to any Order, applicable to the Purchased Interests, the Acquired Assets or the Business or any of its assets, properties or operation of the Power Plant, other than violations and defaults the consequences of which would not reasonably be expected to have a Material Adverse Effect.

4.6 Litigation. Except as set forth on Schedules 4.6 or 4.9 of the Disclosure Schedules, there are no Claims, suits or proceedings pending or, to the Knowledge of Seller, threatened in writing, before any Government brought by or against Seller that, if adversely determined, could reasonably be expected to have a Material Adverse Effect or materially impair the ability of Seller to consummate the transactions contemplated by this Agreement.

4.7 Material Contracts

(a) Schedule 4.7 of the Disclosure Schedules sets forth a complete and correct list of each of the Assigned Contracts that:

(i) creates a right to lease, use or occupy real estate that is material to the Business; or

(ii) contemplates or involves the performance of services or sales of products by Seller having a value in excess of \$250,000 in the aggregate during the twelve (12) month period ended June 30, 2006 or commitments for such services or sales during the twelve (12) month period following such period,

unless any such commitment is terminable by Seller without material penalty on not more than ninety (90) days' prior notice;

(iii) relates to the purchase or lease of personal property with any supplier or the furnishing of services to Seller and involves payments in excess of \$250,000 in the aggregate during the twelve (12) month period ended June 30, 2006 or commitments for such purchase or lease during the twelve (12) month period following such period;

(iv) pursuant to which Seller otherwise received (or was or will be entitled to receive) or paid (or was or will be obligated to pay) more than \$250,000 in the aggregate during any twelve (12) month period; or

(v) the consequences of a default under or termination of such Assigned Contract would reasonably be expected to have a Material Adverse Effect ((i)-(v) collectively, the "**Material Contracts**").

(b) Other than as set forth on Schedule 4.7 of the Disclosure Schedules (i) Seller and New LLC have performed all material obligations required to be performed by each of them to date under each Material Contract and neither of them is (with or without the lapse of time or the giving of notice, or both) in material breach or default thereunder and (ii) neither Seller nor, to Seller's Knowledge, any other party to any of the Material Contracts has commenced any action against any of the parties to such Material Contracts or given or received any written notice of any material default or violation under any Material Contract that was not withdrawn or dismissed, except only for those defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Assigned Contracts). To Seller's Knowledge, each of the Material Contracts is, or will be at the Closing, valid, binding and in full force and effect against Seller and/or New LLC, as applicable, except as otherwise set forth on Schedule 4.7 of the Disclosure Schedules. Correct and complete copies of the Assigned Contracts have been made available to Buyer prior to the date hereof. Except as set forth on Schedule 4.7, to Seller's Knowledge, as of the date hereof there are no cure amounts owed under any of the Assigned Contracts.

4.8 Permits. Schedule 4.8 of the Disclosure Schedules sets forth a complete and correct list of all material Permits and all pending applications therefor obtained by Seller in connection with the Business. As of the date of this Agreement, except as set forth on Schedule 4.8 and as would not reasonably be expected to have a Material Adverse Effect, each such Permit is valid and in full force and effect, and is not subject to any pending or, to Seller's Knowledge, threatened administrative or judicial proceeding to revoke, cancel, suspend or declare such Permit invalid in any respect.

4.9 Environmental Matters. Except as set forth on Schedule 4.9 of the Disclosure Schedules:

(a) Seller is, and as of the Closing New LLC will be, in compliance with applicable Environmental Laws, except where such non-compliance would not reasonably be expected to have a Material Adverse Effect.

(b) Since January 1, 2005, Seller has not received a written complaint, Order, directive, Claim, request for information, citation or notice of violation from any Government or any other Person relating to actual or alleged noncompliance with or liability under any Environmental Law, with respect to any release, spill, leak, discharge or emission of any Hazardous Materials to the air, surface water, groundwater or soil of the Real Property.

(c) There have not been any releases or threatened releases of Hazardous Materials on or in connection with the Real Property or the Power Plant that would be reasonably expected to form the basis of a complaint, Order, directive, Claim, citation or notice of violation from any Government or any other Person (including any third parties) except where such matter could not reasonably be expected to have a Material Adverse Effect.

(d) Seller has delivered or made available to Buyer true and complete copies and results of all Environmental Reports.

(e) The representations and warranties contained in this Section 4.9 are the only representations and warranties made by Seller with respect to matters arising under Environmental Laws or relating to Hazardous Materials.

4.10 Employee Benefits.

(a) There are no Employee Benefit Plans that Seller maintains or to which Seller contributes.

(b) Neither Seller, New LLC nor any of their respective ERISA Affiliates has maintained or contributed to any Employee Benefit Plan that is a Multiemployer Plan or is subject to Title IV of ERISA (a "***Title IV Plan***") within the past five (5) years. Neither Seller, New LLC nor any of their respective ERISA Affiliates have incurred (i) any liability to the Pension Benefit Guaranty Corporation or otherwise under Title IV of ERISA with respect to any Title IV Plan that has not been satisfied in full or (ii) any liability (including withdrawal liability as defined in Section 4201 of ERISA) under or with respect to any Multiemployer Plan.

(c) None of the Business Employees' employment is subject to a collective bargaining agreement.

(d) Schedule 4.10 lists all employees and secondees who are employed or seconded primarily in or with respect to the Business as of the Execution Date (the "***Business Employees***") and as to each such Business Employee describes his or her position with the Business in sufficient detail to enable Buyer to comply with the covenant described in Section 9.1 of this Agreement.

4.11 Real Property.

(a) Schedule 1.1(a) of the Disclosure Schedules sets forth a complete and correct list of the Owned Real Property and any material Entitled Real Property (and states the ownership percentage of all partially owned real property). As of the Execution Date, Seller has good and marketable title to the Real Property (other than the Additional Real Property and related entitlements, which will be transferred to Seller prior to Closing in accordance with Section 6.10), free and clear of all Liens or other title encumbrances, other than (i) Permitted Liens, and (ii) Liens that shall be released at or prior to the Closing pursuant to the Sale Order. As of the Closing, New LLC will have good and marketable title to the Real Property, free and clear of all Liens or other title encumbrances, other than Permitted Liens. Seller has made available to Buyer, to the extent within Seller's possession or control, a copy of all certificates of occupancy for the Owned Real Property and a copy of any variance granted with respect to the Owned Real Property pursuant to applicable zoning laws or ordinances, all of which documents are true and complete copies thereof. Seller has made available to Buyer all material existing surveys (including the Existing Survey) or topographical maps for the Real Property, title policies (including the Existing Title Policy), engineering reports and Environmental Reports in Seller's possession or control.

(b) Seller has not received written notice of, and to Seller's Knowledge, there is not any pending, threatened or contemplated action to change the zoning status of the Real Property or eminent domain proceedings which would reasonably be expected to have individually or, in the aggregate a Material Adverse Effect on the use or possession of the Real Property.

4.12 Personal Property. Seller has good title to all of the owned personal property and assets, tangible or intangible, that are included in the Acquired Assets, free and clear of all Liens, except for (i) Permitted Liens and (ii) Liens that shall be released at or prior to the Closing pursuant to the Sale Order provided, however, that Seller makes no representation or warranty in this Section 4.12 with respect to Real Property, which is specifically addressed in Section 4.11.

4.13 Regulatory Status. Seller has authorization from the FERC to sell power at market based rates and such authorization is in full force and effect, subject to proceedings of general applicability relating to sellers of power in the geographic location where the Power Plant is located.

4.14 Taxes. There are no unpaid Taxes of Seller or New LLC that will become a liability of Buyer, except for any prorated Taxes contemplated by Section 3.4 above (it being understood that Buyer is responsible to reimburse Seller for fifty percent (50%) of the REET imposed as a result of the transactions contemplated by this Agreement pursuant to Section 11.1 below).

4.15 Condition of Acquired Assets. Except as set forth on Schedule 4.15, the Acquired Assets are in good operating condition, in all material respects, subject to normal wear and tear.

4.16 New LLC. At all times, (i) the sole business of New LLC will be the ownership and operation of the Acquired Assets and activities related thereto, (ii) New LLC will have no assets other than the Acquired Assets and (iii) New LLC will have no liabilities other than the Assumed Liabilities. As of the Closing, New LLC will own and control all of the Acquired Assets free and clear of all Liens, other than Permitted Liens. New LLC will at all times be a disregarded entity for U.S. federal tax purposes under Treasury Regulation Section 301.7701-3.

4.17 Capitalization. From and after its formation and until the Closing, all of the issued and outstanding membership interests of New LLC shall be held by Seller. There are not now, and will not as of the Closing be, any other units or membership interests or any other securities issued or outstanding for New LLC. Seller will on the Closing Date be the record and beneficial owner and holder of one hundred percent (100%) of the Purchased Interests. Immediately following the Closing, Buyer will own one hundred percent (100%) of the membership interests in New LLC free and clear of all Liens except for Permitted Liens. All of the Purchased Interests shall be duly authorized, validly issued and fully paid and nonassessable. There are not now, and will not as of the Closing be, any options, warrants, purchase rights, preemptive rights, convertible securities or other agreements or commitments, other than this Agreement, relating to the issuance, sale or transfer of the Purchased Interests or any equity securities or other interests in New LLC. None of the Purchased Interests was or will be issued in violation of applicable Laws, it being understood that the approval of the Bankruptcy Court shall be required prior to the issuance thereof.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows, except in all cases as disclosed in the Disclosure Schedules.

5.1 Corporate Organization. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Buyer has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly authorized by all necessary corporate action by the board of directors of Buyer, no other corporate proceedings on the part of Buyer are necessary to authorize such execution, delivery and performance. This Agreement has been duly executed by Buyer and constitutes its valid and binding obligation, enforceable against it in accordance with the terms herein, subject to applicable bankruptcy, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity.

5.3 No Conflict or Violation. The execution, delivery and performance by Buyer of this Agreement and the operation of the Business by Buyer as it is constituted as of the Closing Date do not and will not violate or conflict with any provision of the Organizational Documents of Buyer and do not and will not violate in any material respect any provision of Law, or any

Order applicable to Buyer, nor will they result in a breach of or constitute (with due notice or lapse of time or both) a default under any material Contract to which Buyer is a party or by which it is bound or to which any of its properties or assets is subject.

5.4 Consents, Approvals and Notifications. The execution, delivery and performance of this Agreement and the operation of the Business by Buyer as it is constituted as of the Closing Date by Buyer do not require the Consent of, or filing with or notification of, any Government or any other Person except: (a) as required under any Antitrust Law; (b) for the matters set forth on Schedule 5.4, (c) for the entry of the Sale Order by the Bankruptcy Court; or (d) for such Consents and filings, the failure to obtain or make which would not reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby.

5.5 Availability of Funds. Buyer has, and on the Closing Date will have, sufficient funds available to finance and consummate the transactions contemplated by this Agreement.

5.6 Adequate Assurances Regarding Assigned Contracts. Buyer is and will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts.

5.7 Licenses, Permits, etc. Upon receipt of the Consents and approvals set forth on Schedules 4.4 and 5.4, Buyer will have as of the Closing Date, all licenses, permits, franchises and authority, whether from a Government or otherwise, and will have provided any requisite notice to customers necessary to purchase the Purchased Interests and to assume the Assumed Liabilities and to operate the Business as it is constituted as of the Closing Date.

5.8 Investigation by Buyer. Buyer has conducted its own independent review and analysis of the Acquired Assets and the Assumed Liabilities, of the value of such Acquired Assets and of the business, operations, technology, assets, liabilities, financial condition and prospects of the Business and Buyer acknowledges that Seller has provided Buyer with access to the personnel, properties, premises and records of the Business for this purpose. Buyer has conducted its own independent review of all Orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Court in connection with the Chapter 11 Case to the extent that such Orders, motions, pleadings or submissions can be determined through an electronic search of the record to be related to the Power Plant without unreasonable effort or expense. Buyer acknowledges that the price being paid under this Agreement for the Purchased Interests is the fair value for acquiring the Acquired Assets under the circumstances and that such value, rather than replacement cost, is the appropriate measure of damages if and to the extent Buyer may have any recourse for any failure to deliver the Purchased Interests in accordance with the terms of this Agreement. In entering into this Agreement, Buyer has relied solely upon its own investigation and analysis, and the representations and warranties made by Seller in this Agreement, and Buyer acknowledges that (a) neither Seller nor any of its Related Persons or Affiliates makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or any of its Related Persons or Affiliates, except as and only to the extent expressly set forth in Article 4 (which are subject to the limitations and restrictions contained in this Agreement), and (b) to the fullest extent permitted by Law, neither Seller nor any of its Related Persons or Affiliates

shall have any liability or responsibility whatsoever to Buyer or its Related Persons or Affiliates on any basis (including in contract or tort, under securities Laws or otherwise) based upon any information provided or made available, or statements made, to Buyer or Related Persons or Affiliates (or any omissions therefrom), including in respect of the specific representations and warranties of Seller set forth in this Agreement, except, with regard to Seller, as and only to the extent expressly set forth in Article 4 (which are subject to the limitations and restrictions contained in this Agreement). Buyer has no actual knowledge of any condition, event or circumstance that constitutes a breach of any representation, warranty or covenant of Seller in this Agreement.

ARTICLE 6 COVENANTS OF SELLER

Seller hereby covenants to Buyer as follows:

6.1 Actions Before Closing. Seller shall use commercially reasonable efforts to perform and satisfy all conditions to Buyer's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Seller under this Agreement.

6.2 Conduct of Business Before the Closing Date.

(a) Without the prior written consent of Buyer or the authorization of the Bankruptcy Court, after notice and a hearing, between the date hereof and the Closing Date, Seller shall not, nor shall Seller permit New LLC to, except as required or expressly permitted pursuant to the terms hereof (i) make any material change in the Acquired Assets, taken as a whole, (ii) increase the salary or wage level, benefits, severance or termination pay of any Business Employee, or change any Business Employee's job description or position except in the Ordinary Course of Business, (iii) transfer any Business Employee to a location other than the Power Plant, (iv) enter into any agreement or understanding with respect to the Business or the Acquired Assets that would be required to be disclosed under Schedule 4.7 of the Disclosure Schedules, (v) enter into power sales, tolling, fuel supply or other agreement with respect to the Business or the Acquired Assets that would not be required to be disclosed under Schedule 4.7 of the Disclosure Schedules unless such agreement is terminable at any time without penalty or (vi) enter into any material transaction other than an Alternative Transaction, in each case other than in the Ordinary Course of Business. Without limitation of the foregoing, except as may be required by the Bankruptcy Court, from the date hereof until the Closing, Seller shall (A) use commercially reasonable efforts to operate the Power Plant and conduct the Business in substantially the same manner as conducted by Seller in the Ordinary Course of Business, taking into account business exigencies arising as a result of Seller's financial condition and status as a filer under Chapter 11 of the Bankruptcy Code, and (B) keep all Business Employees current with respect to wage and salary payments.

(b) Seller shall maintain at the Power Plant the spare parts located at, or in transit to, the Power Plant as of the date of execution of this Agreement, subject to use for the operation of the Power Plant in the Ordinary Course of Business; and Seller shall not

use at any other facility owned by Calpine or its Affiliates any of the spare parts located at, or in transit to, the Power Plant.

(c) Without limiting the generality of Section 6.2(a), prior to the Closing, Seller shall not, and shall not permit New LLC or their respective Affiliates to, without the prior written consent of Buyer: (i) sell, lease or transfer any assets relating to or forming part of the Business or the Acquired Assets (except for the depletion of Inventory (including spare parts Inventory) in the Ordinary Course of Business), (ii) amend, modify, or change in any material respect any Assigned Contract, (iii) fail to maintain in full force and effect insurance policies covering the Acquired Assets, in form and amount consistent with past practice or (iv) permit any Lien (other than a Permitted Lien or a Lien that will be released at or prior to Closing pursuant to the Sale Order) to be placed on the Purchased Interests or the Acquired Assets.

6.3 Sale Order and Bidding Procedures Order. Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of Orders in the forms of Exhibit B (the “**Sale Order**”) and Exhibit C (the “**Bidding Procedures Order**”) attached hereto.

6.4 Consents and Approvals. Seller shall use commercially reasonable efforts to obtain all necessary material consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Seller in connection with the execution, delivery and performance by it of this Agreement. Seller shall use commercially reasonable efforts to assist Buyer in obtaining all necessary consents, waivers, authorizations and approvals of all Governments, and of all other Persons, required to be obtained by Buyer in connection with the execution, delivery and performance by Buyer of this Agreement.

6.5 Access to Properties and Records; Confidentiality. Seller shall afford to Buyer and its Representatives reasonable access during normal business hours throughout the period prior to the Closing Date (or the earlier termination of this Agreement pursuant to Article 13) to all books and records of Seller relating to the Business if: (w) permitted under Law; (x) such books and records are not subject to confidentiality agreements that would be breached as a result of such disclosure; provided that Seller shall use its commercially reasonable efforts to obtain a waiver of any such confidentiality restrictions in order to permit such disclosure; (y) disclosing such books and records would not adversely affect any attorney client, work product or like privilege; and (z) such books and records do not relate to any confidential proprietary models or other information of Seller or any of its Affiliates pertaining to energy project evaluation, energy or natural gas price curves or projections or other economic or other predictive models. Upon reasonable prior notice, Seller shall also afford Buyer reasonable access, during normal business hours, to the Business, all operations of the Business and to all Acquired Assets throughout the period prior to the Closing Date. The rights of access contained in this Section 6.5 are granted subject to, and on, the following terms and conditions: (A) any such investigation shall not include physical testing or samplings, and shall be exercised in such a manner as not to interfere unreasonably with the operation of the Business; (B) during the period from the date hereof to the Closing Date, all information provided to Buyer or its agents or representatives by or on behalf of Seller or their agents or representatives (whether pursuant to this Section 6.5 or otherwise) shall be governed by and subject to the Confidentiality Agreement, dated as of June 24, 2005, by and among Buyer, Calpine and Seller (the “**Confidentiality**

Agreement"); (C) such rights of access shall not affect or modify the conditions set forth in Article 12 in any way; and (D) all such rights of access shall be at Buyer's sole cost, expense and risk; and Buyer shall indemnify Seller for any damages, suits, claims, proceedings, fines, judgments, costs or expenses (including attorneys' fees and third party incidental, consequential or punitive damages that constitute direct damages of Seller (collectively, "*Losses*")) that Seller or any third party may suffer as a result of Buyer's exercise of its rights under this Section 6.5; and (E) Buyer shall comply with and adhere to all of Seller's safety policies and procedures.

6.6 Rejection of Assigned Contracts. Seller shall not reject any Assigned Contracts pursuant to the Chapter 11 Case without the prior written consent of Buyer.

6.7 Further Assurances. Upon the request and at the sole expense of Buyer at any time after the Closing Date, Seller shall execute and deliver such documents as Buyer or its counsel may reasonably request to effectuate the purposes of this Agreement.

6.8 Cure Costs and Cure of Non-Monetary Defaults. Notwithstanding anything else to the contrary contained in this Agreement, Seller shall, on or prior to the Closing, cure any and all defaults and pay any and all cure costs payable to (i) the U.S. Department of Energy, Bonneville Power Administration ("*BPA*"), in respect of Assigned Contracts to which the BPA is a counterparty and (ii) Public Utility District No. 1, Klickitat County, Washington ("*KPUD*") in respect of that certain Station Service Power Purchase and Sale Agreement between KPUD and Seller, dated March 28, 2005, as amended (collectively, "*Seller's Cure Costs*"), or otherwise reserve sufficient funds necessary to satisfy any such cure obligations in respect of Seller's Cure Costs, in either such case so that the Assigned Contracts which relate to Seller's Cure Costs may be assumed by Seller and assigned to New LLC in accordance with the provisions of section 365 of the Bankruptcy Code. In addition, Seller shall, on or prior to the Closing, cure any and all defaults under the Assigned Contracts that cannot be cured through the payment of money and that are required to be cured under the Bankruptcy Code so that such Assigned Contracts may be assumed by Seller and assigned to New LLC in accordance with the provisions of section 365 of the Bankruptcy Code, it being understood that Buyer shall be responsible for the payment of all cure costs (other than Seller's Cure Costs), as more particularly described in Section 7.4 below. If and to the extent that the cure costs associated with the Assigned Contracts (other than Seller's Cure Costs) exceed the aggregate amount of such cure costs set forth on Schedule 4.7 (excluding any of Seller's Cure Costs), Buyer and Seller shall share equally in the payment of such additional costs, with Seller's portion of such costs being paid through a reduction of the Purchase Price equal to fifty percent (50%) of such excess up to a maximum adjustment of One Hundred and Fifty Thousand Dollars (\$150,000).

6.9 Notices. Seller shall provide Buyer with prompt written notice of Seller's Knowledge of (i) any material breach of any representation or warranty by Seller or (ii) any other material failure by Seller to comply with the obligations of this Agreement.

6.10 Additional Real Property. Pursuant to the transactions contemplated by the Transfer and Contribution Agreement, Seller shall cause Calpine to (i) transfer to Seller title to the real property identified on Schedule 1.1(a) as being owned by Calpine as of the Execution Date (the "*Additional Real Property*"), (ii) transfer to Seller all of Calpine's rights under the easements, rights of way, real property licenses, and other real property entitlements related to

the Additional Real Property (the “***Additional Real Property Entitlements***”) and (iii) assume and assign to Seller, in accordance with the provisions of section 365 of the Bankruptcy Code, all rights and obligations as lessor under that certain farming lease identified on Schedule 1.1(f) relating to the Additional Real Property (the “***Additional Real Property Farming Lease***”), such that the Additional Real Property shall be included in the Owned Real Property, the Additional Real Property Entitlements shall be included in the Entitled Real Property and the Additional Real Property Farming Lease shall be included in the Other Contracts, respectively, and thereby included in the Acquired Assets transferred to New LLC pursuant to the Transfer and Contribution Agreement. Prior to the Closing, Seller shall cause the Additional Real Property Survey to be completed and furnished to Buyer, with the cost of such survey being shared equally between Buyer and Seller.

6.11 Provision of Data; Transfer of Software. Seller agrees to cooperate with such reasonable requests during normal business hours as Buyer may make prior to and following the Closing (which requests shall not interfere in any material respect with the responsibilities of Seller’s employees) so as to assist Buyer with the integration from and after the Closing of the existing operational data, software and systems relating to the Power Plant into Buyer’s software and systems (and in furtherance of the foregoing, at or prior to the Closing Seller agrees to furnish Buyer with an electronic copy (which may be a scanned pdf file) of Seller’s maintenance plan and schedule for the one year period following the Closing). The Parties agree that the software listed on Schedule 1.1(l) shall only be included in the Acquired Assets to the extent that Buyer shall have obtained any necessary licenses or rights to use such software from and after the Closing. Seller agrees to cooperate with such reasonable requests during normal business hours as Buyer may make in order to facilitate Buyer’s acquisition of such licenses or rights.

6.12 Revocation of Gas Transportation Agency Arrangement. Effective prior to the Closing, Seller shall terminate its designation of Calpine Energy Services, L.P. as agent for the purpose of the Transportation Agreement (Rate Schedule TF-1, Contract No. 127115) identified on Schedule 1.1(e).

ARTICLE 7 COVENANTS OF BUYER

Buyer hereby covenants to Seller as follows:

7.1 Actions Before Closing Date. Buyer shall use commercially reasonable efforts to perform and satisfy all conditions to Seller’s obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Buyer under this Agreement.

7.2 Consents, Approvals and Notifications. Buyer shall use commercially reasonable efforts to obtain all consents and approvals of all Governments, and all other Persons, required to be obtained by Buyer and provide notifications to all Persons required to be notified by Buyer to effect the transactions contemplated by this Agreement. Buyer shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court’s entry of the Sale Order, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer’s employees and representatives

available (upon reasonable advance notice) to testify before the Bankruptcy Court, subject to appropriate protective orders.

7.3 Adequate Assurances Regarding Assigned Contracts. With respect to each Assigned Contract, Buyer shall use commercially reasonable efforts to provide the Bankruptcy Court, Seller or the applicable counterparty to such Assigned Contract, as the case may be, adequate assurance of the future performance of such Assigned Contract by Buyer to the extent required under Section 365 of the Bankruptcy Code.

7.4 Cure Costs Other than Seller's Cure Costs. Buyer shall, on or prior to the Closing, pay any and all cure costs related to the Assigned Contracts (other than Seller's Cure Costs, which shall be paid by Seller or otherwise reserved for, as set forth in Section 6.8) that are required to be paid under Section 365 of the Bankruptcy Code so that, assuming the performance by Seller of its obligations under Section 6.8, the Assigned Contracts may be assumed by Seller and assigned to New LLC in accordance with the provisions of Section 365 of the Bankruptcy Code.

7.5 Support Obligations.

(a) Buyer recognizes that Seller has provided credit support with respect to the Acquired Assets pursuant to certain credit support obligations set forth on Schedule 7.5(a) (the "**Support Obligations**"). Prior to the Closing, Buyer shall use commercially reasonable efforts to effect the full and unconditional release of Seller from all Support Obligations, in so far as they relate to the Acquired Assets, by:

(i) furnishing letters of credit containing terms and conditions that are substantially identical to the terms and conditions of existing letters of credit and from lending institutions that are either investment grade institutions or have a credit rating commensurate with or better than that of lending institutions for existing letters of credit;

(ii) instituting escrow arrangements with terms equal to or more favorable to the counterparty than the terms of existing escrow arrangements;

(iii) posting surety or performance bonds issued by an investment grade institution having a credit rating at least equal to those of the issuer of existing surety or performance bonds, and which replacement surety or performance bond contains terms and conditions that are substantially identical to the terms and conditions of existing surety or performance bonds; or

(iv) providing substitute guaranties.

(b) Buyer and Seller shall use commercially reasonable efforts to cause the beneficiary or beneficiaries of the Support Obligations to terminate and redeliver to Seller, prior to the Closing, each original copy of each guaranty, letter of credit or other instrument constituting or evidencing such Support Obligations as well as to redeliver to Seller any cash collateral in respect of the Support Obligations and, as to any Support Obligations terminated after the Closing, promptly to redeliver such originals or cash to

Seller, and in each case, to take such other actions as may be required to terminate such Support Obligations.

(c) If Buyer is not successful in obtaining the complete and unconditional release of Seller from the Support Obligations prior to the Closing, then Buyer shall indemnify, defend and hold harmless Seller from and against any and all costs, expenses, reimbursements or performance incurred by Seller and arising after the Closing Date in connection with the Support Obligations. Buyer shall, for so long as any Support Obligation remains outstanding, not effect any amendments or modifications or any other changes to the agreement to which such Support Obligation relates that would reasonably be expected to materially increase such Support Obligation, without Seller's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Agreement to the contrary, prior to Closing, Buyer shall have the right to contact and have discussions with each beneficiary of a Support Obligation in order to satisfy its obligations under this Section 7.5; provided, that (i) Buyer shall give Seller prior notice before making any such contact, (ii) Seller shall have the right to have one of its representatives present on the telephone line or in person, as applicable, during any such contact or discussion, (iii) Buyer shall only contact and hold discussions with such beneficiaries through representatives of Buyer previously reasonably approved by Seller and (iv) Buyer shall cause such representatives to comply with all reasonable procedures and protocols regarding such contacts and discussions that may be established by Seller.

(d) Prior to the Release Date, Buyer agrees not to assign, sell, transfer or convey all or any portion of the Acquired Assets in a single transaction or series of related transactions, in each case without the assignment to the transferee of the rights of Buyer under this Agreement and the assumption in writing by the transferee (which assumption shall be enforceable by Seller) of the obligations of Buyer under this Agreement (including the obligations of Buyer pursuant to Section 7.5(c)); provided that, for the avoidance of doubt, neither the dissolution of New LLC (or the merger of New LLC into Buyer) nor the sale, transfer or conveyance of equity interests of Buyer, its parent company or any of their respective Affiliates (whether accomplished by merger, exchange or otherwise) shall be deemed a sale, transfer, conveyance or assignment for purposes of this Section 7.5. Any assignment, sale, transfer or conveyance in contravention of the preceding sentence shall be null and void *ab initio*. Buyer agrees to provide Seller with a copy of such assignment and assumption agreement prior to execution and prior to the assignment, sale, transfer or conveyance and a copy of the executed assignment and assumption agreement which shall be in the same form with such changes as Seller may reasonably request. Upon such an assignment, sale, transfer or conveyance pursuant to which the transferee assumes all of Buyer's rights and obligations under this Agreement, Buyer shall have no further rights or obligations under this Agreement (except for obligations relating to breaches by Buyer occurring prior to the date of the assignment, sale, transfer or conveyance). The "**Release Date**" shall be the date on which Seller has been fully and unconditionally released in respect of all matters arising after the Closing Date in respect of the Support Obligations.

(e) In furtherance of the foregoing, Seller agrees to use commercially reasonable efforts to amend the letter of credit issued in favor of Northwest Pipeline Corporation and identified on Schedule 7.5(a) prior to Closing so as to clarify that such letter of credit serves as collateral only for that certain Transportation Agreement (Rate Schedule TF-1, Contract No. 127115), by and between Northwest Pipeline Corporation and Seller.

7.6 Availability of Business Records. After the Closing Date, each of Seller and Buyer shall provide to the other party (after reasonable notice and during normal business hours and without charge) access to all Business Records for periods prior to the Closing and shall preserve such Business Records until the later of (a) six (6) years after the Closing Date or (b) the required retention period for all government contact information, records or documents. Such access shall include access to any computerized information systems that contain data regarding the Purchased Interests or the Acquired Assets. Buyer acknowledges that Seller has the right to retain originals or copies of Business Records for periods prior to the Closing. Prior to destroying any Business Records relating to periods prior to the Closing, each party shall notify the other party thirty (30) days in advance of any such proposed destruction of its intent to destroy such Business Records, provided, however, that failure to provide such notification shall not constitute a basis for any liability or claim for damages. With respect to any litigation and claims that are Excluded Liabilities, Buyer shall render all reasonable assistance that Seller may request in defending such litigation or claim and shall make available to Seller's personnel most knowledgeable about the matter in question at Seller's cost. If after the Closing Buyer (or any Affiliate or creditor of Buyer) shall receive any payment or revenue that belongs to Seller pursuant to this Agreement or Seller (or any Affiliate or creditor of Seller) shall receive any payment or revenue that belongs to Buyer pursuant to this Agreement, Buyer or Seller, as applicable shall promptly remit or caused to be remitted the same to the other Party, without set-off or deduction of any kind or nature.

7.7 Calpine Marks. The Calpine Marks may appear on some of the Acquired Assets, including on signage. Buyer acknowledges and agrees that it does not have and, upon consummation of the transactions contemplated by this Agreement, will not have, any right, title, interest, license or other right to use the Calpine Marks. Buyer will promptly after the Closing Date use its commercially reasonable efforts to remove within ninety (90) days following the Closing Date the Calpine Marks from, or cover or conceal the Calpine Marks on, the Acquired Assets, or otherwise refrain from the use and display of the Acquired Assets on which the Calpine Marks are affixed.

7.8 Casualty Loss. Notwithstanding any provision hereof to the contrary, if, before the Closing Date, all or any portion of the Acquired Assets is (a) condemned or taken by eminent domain or is the subject of a pending or threatened condemnation or taking which has not been consummated, or (b) materially damaged or destroyed by fire or other casualty, Seller shall notify Buyer promptly in writing of such fact, and (i) in the case of a condemnation or taking, Seller shall assign or pay, as the case may be, any proceeds thereof to Buyer at the Closing and (ii) in the case of a fire or other casualty, Seller shall either restore such damage or assign the insurance proceeds therefrom to Buyer at Closing. Notwithstanding the foregoing, if such condemnation, taking, damage or destruction has or would reasonably be expected to result in a Material Adverse Effect, either Seller or Buyer may terminate this Agreement.

ARTICLE 8 BANKRUPTCY PROCEDURES

8.1 Bankruptcy Actions.

(a) As soon as reasonably practicable after execution of this Agreement (but not later than as is necessary to permit twenty (20) days regular notice of a hearing on December 6, 2006), Seller shall file with the Bankruptcy Court motions seeking entry of the Bidding Procedures Order and the Sale Order. Seller shall furnish Buyer with drafts of such motions no later than November 10, 2006 so as to permit Buyer sufficient time to review and comment upon such motions. Seller shall be permitted, but not required, to include in the motion seeking entry of the Sale Order a request for exemption from stamp taxes pursuant to Section 1146(a) of the Bankruptcy Code, it being understood that, if requested, the failure of Seller to obtain such an exemption or Seller's withdrawal of such request shall not result in the failure of any Seller closing condition set forth herein (it being understood that Seller shall be entitled to withdraw the proposed request for relief under Section 1146(a) of the Bankruptcy Code in its sole and exclusive judgment). Seller shall also include in the Sale Order a request for authorization to pay to the DOR Seller's Washington state sales and use tax liability related to Seller's 2001 fiscal year, it being understood, however, that the issuance of the Sale Order with an authorization to pay an amount different than that originally requested by Seller (but acceptable to the DOR) or with an alternative arrangement (for example, requiring a portion of the Purchase Price to be escrowed during the pendency of any dispute between Seller, DOR or any other Person with respect to such tax liability and the satisfaction thereof) shall not result in the failure of any Seller closing condition set forth herein. Seller shall use its reasonable best efforts to obtain the entry of the Bidding Procedures Order and Sale Order as Final Orders on the Bankruptcy Court's docket. Seller shall file all pleadings with the Bankruptcy Court as are necessary or appropriate to secure entry of the Bidding Procedures Order and the Sale Order, shall serve all creditors and all other parties entitled to notice of such pleadings under applicable provisions of the Bankruptcy Code and Rules, including all parties to the Assigned Contracts and all Governmental Authorities having or asserting jurisdiction over Seller, New LLC, the Purchased Interests or the Acquired Assets and shall diligently pursue the obtaining of such orders. Buyer covenants and agrees that it shall cooperate with Seller in connection with furnishing information or documents to Seller to satisfy the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code.

(b) In the event an appeal or other proceeding is filed seeking review of the Bidding Procedures Order or the Sale Order, or if a motion to reconsider, vacate, modify, amend or stay either of such Orders is filed, Seller shall immediately notify Buyer of such appeal, other proceeding or motion and shall provide to the Buyer within three (3) Business Days after the Seller's receipt thereof a copy of the notice of appeal or motion.

8.2 Bidding Procedures. The bidding procedures (the "***Bidding Procedures***") to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Buyer acknowledges that the Bidding Procedures may be supplemented by other customary procedures not inconsistent with the matters otherwise set forth herein and the terms

of this Agreement. Seller will use its reasonable best efforts to schedule a sale hearing before the Bankruptcy Court to approve the sale of the Purchased Interests and the Acquired Assets and related transactions contemplated hereby to be held no later than ninety (90) days after the date on which the Bidding Procedures Order is entered.

ARTICLE 9 EMPLOYEE MATTERS

9.1 Possible Employment Offers. Prior to Closing, Buyer expects to take such actions as may be reasonably necessary to offer employment at the Power Plant to existing qualified employees of Buyer, in a manner consistent with Buyer's past practices and any labor requirements (including any union agreements) applicable to Buyer and its operations. Following the satisfaction of the foregoing, as determined by Buyer, Buyer expects to consider for and make, prior to the Closing, offers of employment to those Business Employees meeting Buyer's standard hiring criteria (subject to the occurrence of the Closing and satisfaction of any other conditions imposed by Buyer (including with respect to the satisfaction of any requirements of union agreements applicable to Buyer and its operations)). If and to the extent any Business Employee is offered employment with Buyer, such employment will include welfare and retirement benefits that are consistent with Buyer's existing plans and practices. Buyer intends to conduct, with Seller's consent, one or more general employee meetings prior to the Closing to address employment related matters, including: employment opportunities that may be available; transition; compensation practices; health and wellness benefits; retirement plan transitions; and other matters that may be of general concern to prospective employees of Buyer. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed as an employment agreement or contract with any Business Employee, and Buyer shall not be required to offer employment to any of the Business Employees.

9.2 WARN Act Obligations. Seller agrees to timely perform and discharge, or cause to be timely performed and discharged, all requirements under the WARN Act to the extent applicable and under applicable state and local laws and regulations for the notification of Seller's or any of Seller's Affiliates' employees arising from the sale of the Purchased Interests and the Business.

9.3 Key Employee Retention Plan. Buyer shall not be responsible for any amounts due and owing or that may arise under the key employee retention plan approved by the Bankruptcy Court. Buyer shall not be responsible for any other compensation due to the Business Employees for services to Seller.

9.4 Employment Agreements. Seller shall not assign and Buyer shall not assume any employment agreement that is in effect with respect to any Business Employee immediately prior to the Closing.

ARTICLE 10 REGULATORY MATTERS

Buyer hereby covenants to Seller, and Seller hereby covenants to Buyer, as follows:

10.1 Regulatory Filings. Subject to the terms and conditions of this Agreement, each Party shall use its reasonable best efforts to: (a) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the transactions contemplated by this Agreement, which shall include each Party's reasonable best efforts to obtain any consents required pursuant to Section 203 of the FPA, including filing the Section 203 FERC application within thirty (30) days after the date hereof; (b) file a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby within ten (10) Business Days after the date hereof; (c) supply as promptly as practicable any additional information and documentary material that may be requested or required pursuant to any Antitrust Law, including the HSR Act; and (d) cause the expiration or termination of the applicable waiting periods under the HSR Act or any other Antitrust Law as soon as practicable.

10.2 Cooperation; Confidentiality Agreement. In connection with the efforts referenced in Section 10.1 to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the FPA, the HSR Act, any other Antitrust Law, or any state law, each of the Parties shall use reasonable best efforts to: (a) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (b) keep the other Parties informed in all material respects of any material communication received by such Party from, or given by such Party to, any Government and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; and (c) permit the other Party to review any material communication given to it by, and consult with each other in advance of any meeting or conference with, or making any filing or other submission with or to any Government, including in connection with any proceeding by a private party. The foregoing obligations in this Section 10.2 shall be subject to the Confidentiality Agreement and any attorney-client, work product or other privilege, and each of the Parties hereto shall coordinate and cooperate fully with the other Parties hereto in exchanging such information and providing such assistance as such other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under Antitrust Law, it being understood, however, that the foregoing shall not require a Party to disclose competitive information of a commercially sensitive nature to the other Party. The Parties will not take any action that will have the effect of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals. "***Antitrust Law***" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Laws and Orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition. "***Antitrust Approval***" means any approval or consent of any Government required under any applicable Antitrust Law or the expiration or termination of any applicable waiting period under any applicable Antitrust Law.

10.3 Objections or Other Challenges. If any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or if any suit is instituted by any Government or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law or if the filing pursuant to Section 10.1 is reasonably likely to be rejected or conditioned by the FERC or a state Government, each of the Parties shall use reasonable best efforts to resolve such objections or challenge as such Government or private

party may have to such transactions, including to vacate, lift, reverse or overturn any Order, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Buyer shall use its reasonable best efforts to promptly take and diligently pursue any or all of the following actions to the extent necessary to eliminate any concerns on the part of, or to satisfy any conditions imposed by, any Government with jurisdiction over the enforcement of any applicable Law, including any Antitrust Law, the FPA and applicable state Law, regarding the legality of Buyer's acquisition of the Purchased Interests and the Business or any portion thereof, the Acquired Assets or the Assumed Liabilities: (a) using its reasonable best efforts to prevent the entry in a judicial or administrative proceeding brought under any Law, including any Antitrust Law, the FPA or applicable state Law, by any Government or any other Person of any permanent, temporary or preliminary injunction or other Order that would make consummation of the acquisition of the Purchased Interests, the Business or any portion thereof, the Acquired Assets or the Assumed Liabilities in accordance with the terms of this Agreement unlawful or that would prevent or delay such consummation; (b) taking promptly and diligently pursuing, in the event that an injunction or Order of the kind referred to in the foregoing clause (a) of this Section 10.3, any and all steps, including the appeal thereof, the posting of a bond and/or the steps contemplated by this Section 10.3, necessary to vacate, modify or suspend such injunction or Order so as to permit such consummation as promptly as possible; and (c) promptly taking and diligently pursuing all other actions and doing all other things reasonably necessary and proper to avoid or eliminate each and every impediment under any Law, including any Antitrust Law and the FPA, that may be asserted by any Government or any other Person to the consummation of the acquisition of the Purchased Interests, the Business or any portion thereof, the Acquired Assets or the Assumed Liabilities by Buyer in accordance with the terms of this Agreement; provided, however, that in no event shall Buyer be under any obligation to (i) submit to conditions or Orders that would materially and adversely affect Buyer, including any condition or Order requiring Buyer to incur any material expense relating to Buyer's infrastructure (whether related to the Power Plant or not), or (ii) sell or otherwise dispose of, or hold separate (through the establishment of a trust or otherwise), particular assets or categories of assets (including, after the Closing, any of the Purchased Interests or the Acquired Assets) or operations (including, after the Closing, the Business or any portion thereof) of Buyer or any of its Affiliates.

ARTICLE 11 TAXES

11.1 Taxes Related to Purchase of Assets. All state and local sales, use, gross receipts, transfer, business occupation, gains, excise, value-added or other similar Taxes in connection with the sale, transfer, assignment and delivery of the Purchased Interests and Acquired Assets and the assumption of the Assumed Liabilities, and all recording and filing fees that may be imposed by reason of the sale, transfer, assignment and delivery of the Purchased Interests and the Acquired Assets, and that are not exempt under section 1146 of the Bankruptcy Code (collectively, "***Transaction Taxes***"), shall be paid by Seller on or prior to their due date, provided that Buyer shall reimburse Seller for fifty percent (50%) of the cost of any Washington State real estate excise taxes imposed pursuant to RCW 82.45 in connection with the sale, transfer, assignment and delivery of the Purchased Interests and Acquired Assets and the assumption of the Assumed Liabilities ("***REET***"). In furtherance of the foregoing, the Parties

shall cooperate in good faith to file any REET affidavits required in accordance with RCW 82.45 on or prior to the Closing (and Seller shall pay any applicable REET upon the filing of any such affidavits with Buyer reimbursing Seller for fifty percent (50%) of such amounts at the Closing); provided, that if any such affidavits and Taxes have not been filed and paid, as applicable, prior to the Closing, then, notwithstanding Section 3.3(b), Buyer shall be permitted to retain out of the Purchase Price payment otherwise due at Closing an amount equal to fifty percent (50%) of Buyer's reasonable, good faith estimate of the amount of any REET payable in connection with the sale, transfer, assignment and delivery of the Purchased Interests and the Acquired Assets and Buyer shall cause such taxes to be paid directly on Seller's behalf to the appropriate Taxing authority upon filing of the appropriate affidavit(s), it being agreed that (i) if the amount retained by Buyer is not sufficient to pay Seller's fifty percent (50%) share of such liability, Seller shall promptly remit the deficiency to Buyer, (ii) any excess amount withheld from the Purchase Price pursuant to this Section 11.1 in order to satisfy Seller's share of such Tax liability shall be promptly returned to Seller upon the payment by Buyer of such Taxes and (iii) fifty percent (50%) of any refund of such Taxes shall be remitted to Seller promptly after receipt by Buyer thereof.

11.2 Proration of Real and Personal Property Taxes. All real and personal property taxes and assessments on the Purchased Interests and the Acquired Assets for any taxable period commencing prior to the Closing Date and ending after the Closing Date (a "***Straddle Period***") shall be prorated between Buyer and Seller as of the close of business on the Closing Date based on the best information then available, with (a) Seller being liable for such Taxes attributable to any portion of a Straddle Period ending on the Closing Date and (b) Buyer being liable for such Taxes attributable to any portion of a Straddle Period beginning after the Closing Date. Due to the fact that real and personal property taxes in Washington may become payable in the tax years subsequent to the year in which such taxes are accrued, Seller acknowledges that Buyer may treat its payment of such taxes after the Closing that relate to such pre-Closing period as additional purchase price payments for the Acquired Assets and may capitalize same for utility ratemaking purposes. Information available after the Closing Date that alters the amount of Taxes due with respect to the Straddle Period will be taken into account and any change in the amount of such Taxes shall be prorated between Buyer and Seller as set forth in the next sentence. All such prorations shall be allocated so that items relating to the portion of a Straddle Period ending on the Closing Date shall be allocated to Seller based upon the number of days in the Straddle Period on and prior to the Closing Date and items related to the portion of a Straddle Period beginning after the Closing Date shall be allocated to Buyer based upon the number of days in the Straddle Period after the Closing Date; provided, however, that the Parties shall allocate any real property Tax in accordance with Section 164(d) of the Code. The amount of all such prorations that must be paid in order to convey the Purchased Interests and the Acquired Assets to Buyer free and clear of all Liens other than Permitted Liens shall be calculated and paid on the Closing Date; all other prorations shall be calculated and paid as contemplated by Section 3.4.

11.3 Cooperation on Tax Matters. Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other Party's expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and

other information as may be reasonably required (a) for the preparation by such other Party of any Tax Returns or (b) in connection with any Tax audit or proceeding including one Party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement, including the sale, transfer, assignment and delivery of the Purchased Interests and the Acquired Assets.

11.4 Retention of Tax Records. After the Closing Date and until the expiration of all statutes of limitation applicable to Seller's liabilities for Taxes, Buyer shall retain possession of all accounting, business, financial and Tax records and information that (a) relate to the Purchased Interests or the Acquired Assets and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Purchased Interests or Acquired Assets before the Closing Date, and Buyer shall give Seller notice and a reasonable opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them during such period. In addition, from and after the Closing Date, Buyer shall provide to Seller and their Related Persons (after reasonable notice and during normal business hours and without charge to Seller) access to the books, records, documents and other information relating to the Purchased Interests or the Acquired Assets as may be reasonably necessary to (i) properly prepare for, file, prove, answer, prosecute and defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer or (ii) administer or complete any cases under chapter 11 of the Bankruptcy Code of or including Seller. Such access shall include access to computer generated data regarding the Purchased Interests or the Acquired Assets to the extent it does not contain confidential or proprietary information of Buyer, including data that is unrelated to the Purchased Interests or the Acquired Assets.

11.5 Allocation of Purchase Price and Purchase Price Allocation Forms.

(a) The Purchase Price (and any other relevant items for tax purposes, including certain Assumed Liabilities) shall be allocated among the Acquired Assets in accordance with Section 1060 of the Code. Set forth on Schedule 11.5 hereof is an allocation setting forth the tentative allocation to "real property" (as defined in RCW 82.45) of New LLC (the "**Real Property Allocation Schedule**"). The REET payable in accordance with Section 11.1 above shall be calculated on a basis substantially consistent with the Real Property Allocation Schedule, subject to the refinement and finalization of the calculation prior to the Closing.

(b) Within forty-five (45) days after the Execution Date, Seller shall prepare and deliver to Buyer a proposed allocation schedule setting forth Seller's good faith estimation of the allocation of the Purchase Price (and any other relevant items for tax purposes, including certain Assumed Liabilities) among the Acquired Assets in accordance with Section 1060 of the Code and Treas. Reg. Section 1.1060-1 (the "**Preliminary Allocation Schedule**"), which Preliminary Allocation Schedule shall be subject to the reasonable approval of Buyer.

(c) Within sixty (60) days after the Closing, Seller shall prepare and deliver to Buyer a final allocation schedule setting forth Seller's allocation of the Purchase Price (and any other relevant items for tax purposes, including certain Assumed Liabilities) among the Acquired Assets in accordance with Section 1060 of the Code and Treas. Reg.

Section 1.1060-1 and substantially consistent with the Preliminary Allocation Schedule (the “***Final Allocation Schedule***”), which Final Allocation Schedule shall be subject to the reasonable approval of Buyer.

(d) The Parties agree that they will report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filings on IRS Form 8594) in a manner consistent with the Final Allocation Schedule and that they will not take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so pursuant to applicable law. Seller and Buyer shall cooperate in the filing of any forms (including Form 8594) with respect to such allocation. Notwithstanding any other provision of this Agreement, this Section 11.5 shall survive any termination or expiration of this Agreement.

(e) If Seller and Buyer are unable to agree upon the Final Allocation Schedule within thirty (30) days after the delivery thereof to Buyer, Seller and Buyer shall refer the matter to a national accounting firm that is independent as to both Buyer and Seller and their respective Affiliates as of the date of selection, as mutually agreed to by Buyer and Seller (the “***Independent Accounting Firm***”), which shall determine the Final Allocation Schedule (including any valuations). The Independent Accounting Firm shall be instructed to deliver to Seller and Buyer a written determination of the Final Allocation Schedule within thirty (30) days from the date of referral thereof to the Independent Accounting Firm. For purposes of this Section and whenever the Independent Accounting Firm is retained to resolve a dispute between the Parties, the Independent Accounting Firm may determine the issues in dispute following such procedures, consistent with the provisions of this Agreement, as it deems appropriate in the circumstances and with reference to the amounts in issue. The Parties do not intend to impose any particular procedures upon the Independent Accounting Firm, it being the desire of the Parties that any such disagreement shall be resolved as expeditiously and inexpensively as reasonably practicable. Except in the case of manifest error, the finding of such Independent Accounting Firm shall be final and binding on the Parties hereto and shall not be subject to the Dispute resolution proceedings set forth in Section 14.3. Seller and Buyer shall share equally the fees and disbursements of the Independent Accounting Firm.

11.6 Unbilled Transactional Taxes. If a Tax assessment is levied upon any Party by an authorized tax jurisdiction for unbilled transactional Taxes that are the obligation of the other Party under this Agreement, then the non-assessed Party shall reimburse the assessed Party for those taxes including any interest and penalty.

11.7 Washington Tax Ruling. Neither Seller nor Buyer shall take any action that is intended to, or reasonably might, cause the consummation of the transactions contemplated by this Agreement, including the sale, transfer, assignment and delivery of the Purchased Interests and the Acquired Assets and the subsequent dissolution of New LLC, to fail to be made in the manner described in the request for the Washington Tax Ruling.

ARTICLE 12

CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

12.1 Conditions Precedent to Performance by Seller and Buyer. The respective obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver (other than the condition relating to entry of the Sale Order contained in Section 12.1(a), the satisfaction of which cannot be waived), on or prior to the Closing Date, of the following conditions:

(a) Bankruptcy Matters. The Bidding Procedures Order and the Sale Order, substantially in the form attached hereto (which includes a finding of good faith under section 363 of the Bankruptcy Code and which may include non-substantive changes necessary to comply with the Guidelines for the Conduct of Asset Sales adopted by the Bankruptcy Court on September 5, 2006), shall have been entered by the Bankruptcy Court and shall have become Final Orders. On the Closing Date, the Bidding Procedures Order and the Sale Order shall each be in effect, and shall not have been reversed, stayed, modified or amended without the prior written consent of Buyer.

(b) Antitrust Approvals. The applicable waiting periods for the transactions contemplated under this Agreement under the HSR Act, and any other Antitrust Law shall have expired or terminated.

(c) Consents, Approvals and Notifications. The Consents, approvals and notifications set forth on Schedules 4.4 and 5.4 of the Disclosure Schedules shall have been obtained or made, as appropriate, and each such Consent, approval and notification shall be in form and substance reasonably satisfactory to the Parties, including without the imposition of any conditions that would reasonably be expected to materially and adversely impact the applicable Party.

(d) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement, the Purchase Notice or the Master Escrow Agreement invalid or unenforceable in any respect or that would prevent the consummation of the transactions contemplated hereby or thereby shall be in effect.

(e) Washington Tax Ruling. The Washington Tax Ruling shall be in full force and effect and shall not have been reversed, stayed, modified or amended.

12.2 Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date (or, if made as of a specific date, at and as of such date), except that those representations and warranties made by Buyer that contain materiality, Material Adverse Effect or other similar qualifiers shall be true and correct in all respects, and Seller shall have received a

certificate dated as of the Closing Date and signed by the President or a Vice President of Buyer to that effect.

(b) Performance of the Obligations of Buyer. Buyer shall have performed in all material respects all obligations required under this Agreement to be performed by it on or before the Closing Date (except with respect to the obligation to pay the Purchase Price in accordance with the terms of this Agreement, which obligation shall be performed in all respects as required under this Agreement), and Seller shall have received a certificate dated the Closing Date and signed by the President or a Vice President of Buyer to that effect.

(c) Assurance of Future Performance. Buyer shall, on or prior to the Closing, have provided all assurances of future performance required to be provided under Section 365 of the Bankruptcy Code so that, assuming the performance by Seller of its obligations under Section 6.8, the Assigned Contracts may be assumed by Seller and assigned to New LLC in accordance with the provisions of Section 365 of the Bankruptcy Code.

(d) Cure Costs Other than Seller's Cure Costs. Buyer shall, on or prior to the Closing, have paid any and all cure costs related to the Assigned Contracts (other than Seller's Cure Costs, which shall be Seller's responsibility as set forth in Section 6.8) that are required to be paid under Section 365 of the Bankruptcy Code so that, assuming the performance by Seller of its obligations under Section 6.8, the Assigned Contracts may be assumed by Seller and assigned to New LLC in accordance with the provisions of Section 365 of the Bankruptcy Code.

(e) Buyer's Deliveries. Buyer shall have delivered, and Seller shall have received, all of the items set forth in Section 3.3 of this Agreement.

12.3 Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

(a) Representations and Warranties of Seller. The representations and warranties made by Seller in Article 4 of this Agreement shall be true and correct in all material respects as of the Closing, in each case as though made at and as of such time (or, if made as of a specific date, at and as of such date), except that those representations and warranties made by Seller that contain materiality, Material Adverse Effect or other similar qualifiers shall be true and correct in all respects and Buyer shall have received a certificate dated the Closing Date and signed by the President or a Vice President of Seller to that effect.

(b) Performance of the Obligations of Seller. Seller shall have performed in all respects all obligations required under this Agreement to be performed by them on or before the Closing Date, except for such failures to perform do not constitute a Material Adverse Effect, and Buyer shall have received a certificate dated the Closing Date and signed by the President or a Vice President of Seller to that effect.

(c) Seller's Cure Costs; Cure of Non-Monetary Defaults. Seller shall, on or prior to the Closing, have (i) paid any and all Seller's Cure Costs in respect of the Assigned Contracts or otherwise have reserved sufficient funds necessary to satisfy any such cure obligations in respect of Seller's Cure Costs and (ii) cured any and all defaults under the Assigned Contracts that cannot be cured through the payment of money, in each case so that, assuming the performance by Buyer of its obligations under Section 7.4, the Assigned Contracts may be assumed by Seller and assigned to New LLC in accordance with the provisions of section 365 of the Bankruptcy Code.

(d) Excess Cure Costs Other than Seller's Cure Costs. The aggregate amount required to be paid by Buyer pursuant to Section 7.4 or otherwise to overcome any objections to the assignment and assumption of the Assigned Contracts, after taking into account any reduction to the Purchase Price contemplated by Section 6.8, shall not exceed the aggregate amount of the cure costs set forth on Schedule 4.7 (not including Seller's Cure Costs) by greater than One Hundred and Fifty Thousand Dollars (\$150,000).

(e) Assigned Contracts. The Bankruptcy Court shall have entered an Order on the docket (which may be the Sale Order) approving the assumption of the Assigned Contracts by Seller and the assignment of such Assigned Contracts to New LLC, and no Order staying, reversing, modifying or amending such Order shall be in effect on the Closing Date.

(f) FERC Approvals. Buyer shall have received all authorizations, in form and substance reasonably satisfactory to Buyer, as contemplated by Section 12.1(c), from the FERC under the FPA to acquire, own and operate the Acquired Assets.

(g) Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(h) Title Commitment. Seller shall have furnished Buyer with a preliminary commitment from the Title Company to issue the Title Policy, which shall be in form and substance reasonably satisfactory to Buyer.

(i) Additional Real Property. Calpine shall have transferred title to the Additional Real Property to Seller, such that the Additional Real Property shall be included in the Real Property and transferred to New LLC pursuant to the Transfer and Contribution Agreement.

(j) Additional Real Property Survey. Seller shall have furnished Buyer with the Additional Real Property Survey, which shall be in form and substance reasonably satisfactory to Buyer.

(k) Termination of Existing Intracompany Service Contracts. Effective no later than the Closing, Seller shall have terminated, in so far as they relate to the Power Plant and without liability to Buyer in any manner, (i) that certain Master Maintenance Services Agreement Base Contract, dated March 23, 2004, between Seller and certain of its Affiliates and Calpine Operating Services Company, Inc., (ii) that certain Master Administrative Services Agreement, dated March 23, 2004, between Seller and certain of

its Affiliates and Calpine Administrative Services Company, Inc., (iii) that certain Master Operation and Maintenance Agreement, dated March 23, 2004, between Seller and certain of its Affiliates and Calpine Operating Services Company, Inc., (iv) that certain Master Construction Management Agreement, dated March 23, 2004, among Seller and certain of its Affiliates, Calpine Generating Company and Calpine Construction Management Company, Inc. and (v) that certain Index Based Gas Sale and Power Purchase Agreement, dated March 23, 2004, among Calpine Energy Services, L.P., Calpine Generating Company, LLC and certain of its Affiliates, including Seller (collectively, the “*Intracompany Service Contracts*”).

ARTICLE 13

TERMINATION AND EFFECT OF TERMINATION

13.1 Right of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated only as provided in this Article 13. In the case of any such termination, the terminating Party shall give notice to the other Party specifying the provision pursuant to which the Agreement is being terminated.

13.2 Termination Without Default.

(a) This Agreement may be terminated at any time before Closing:

(i) by mutual written consent of Seller and Buyer;

(ii) by Buyer if the Bidding Procedures Order has not been entered and become a Final Order within sixty (60) days of the Execution Date;

(iii) by Buyer if a Sale Order has not been entered and become a Final Order within ninety (90) days of the entry of the Bidding Procedures Order;

(iv) by Buyer, on any date that is more than 270 days after the date hereof (the “*Termination Date*”), if any condition contained in Section 12.1 has not been satisfied or waived as of such time; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 13.2(a)(iv) if Buyer’s failure to fulfill any of its obligations under this Agreement is the reason that the Closing has not occurred on or before said date; provided, further, however, that if the Closing shall not have occurred on or before the Termination Date due to the failure to obtain the FERC approval under the FPA and (x) FERC has not denied or terminated its review of the Section 203 application, and (y) all other conditions to the respective obligations of the Parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived (other than those conditions that, by their terms, cannot be satisfied until the Closing), then the Termination Date shall be automatically extended for an additional ninety (90) days or such earlier date as FERC denies or terminates its review of the Section 203 application.

(v) by Seller, on any date that is after the Termination Date, if any condition contained in Section 12.1 has not been satisfied or waived as of such

time; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 13.2(a)(v) if Seller's failure to fulfill any of their obligations under this Agreement is the reason that the Closing has not occurred on or before said date; provided, further, however, that if the Closing shall not have occurred on or before the Termination Date due to the failure to obtain the FERC approval under the FPA and (x) FERC has not denied or terminated its review of the Section 203 application, and (y) all other conditions to the respective obligations of the parties to close hereunder that are capable of being fulfilled by the Termination Date shall have been so fulfilled or waived (other than those conditions that, by their terms, cannot be satisfied until the Closing), then the Termination Date shall be automatically extended for an additional ninety (90) days or such earlier date as FERC denies or terminates its review of the Section 203 application.

(vi) by either Buyer or Seller, immediately upon an Order becoming final and non-appealable that declares this Agreement, the Purchase Notice or the Master Escrow Agreement invalid or unenforceable in any material respect or that would prevent the consummation of the transactions contemplated hereby or thereby (a "***Termination Order***"); provided, however, that neither Seller nor Buyer shall have the right to terminate this Agreement pursuant to this Section 13.2(a)(vi) if such Party or any of its Affiliates has sought entry of, or has failed to use all commercially reasonable efforts to oppose entry of, such Termination Order;

(vii) by Buyer, if there shall be a breach by Seller of any representation, warranty, covenant or agreement contained in this Agreement, which would result in a failure of a condition set forth in Sections 12.1 or 12.3 and which breach is not reasonably capable of being cured such that the applicable condition is not capable of being satisfied prior to the Termination Date;

(viii) by Seller, if there shall be a breach by Buyer of any representation, warranty, covenant or agreement contained in this Agreement, which would result in a failure of a condition set forth in Sections 12.1 or 12.2 and which breach is not reasonably capable of being cured such that the applicable condition is not capable of being satisfied prior to the Termination Date;

(ix) by Buyer at any time after the Bankruptcy Court approves an Alternative Transaction, unless Buyer is a Back-Up Bidder (as that term is defined in the Bidding Procedures attached to the Bidding Procedures Order), in which case Buyer may terminate this Agreement only in accordance with the Bidding Procedures Order.

(b) If this Agreement is terminated pursuant to Section 13.2(a), (i) the Deposits, together with any interest accrued thereon less Buyer's share of any fees and expenses of the Escrow Agent, as set forth in the Purchase Notice, shall be returned to Buyer, (ii) this Agreement shall become null and void and have no effect (other than this Article 13, Article 14 and Article 15, which shall survive termination) and (iii) none of

Seller, Buyer or any of their respective Related Persons shall have any liability or obligation arising under or in connection with this Agreement, except for fraud, intentional breach or willful misconduct of either Party.

13.3 Effect of Failure of Seller's Conditions to Closing.

(a) Seller may terminate this Agreement at any time after the Termination Date and before Closing if any condition contained in Section 12.2(a) or Section 12.2(b) has not been satisfied or waived by Seller as of such time; provided, however, that Seller shall not have the right to terminate this Agreement under this Section 13.3 if Seller's failure to fulfill any of its obligations under this Agreement has been the reason that the Closing has not been consummated on or before such date.

(b) If this Agreement is terminated pursuant to this Section 13.3, Buyer acknowledges that a monetary remedy may be inadequate or impracticable and that Seller may have been caused irreparable harm and, if Seller so determines, Seller shall have the right, subject to the waiver by Seller or satisfaction of the conditions contained in Section 12.1, to obtain an Order requiring Buyer to specifically perform all of its obligations under this Agreement.

(c) If Seller determines that a monetary remedy is adequate and practicable, Seller may terminate this Agreement, retain the Deposits (together with any interest accrued thereon), to the extent of any damages Seller may have incurred, and pursue any other remedies available to Seller at Law.

13.4 Effect of Failure of Buyer's Conditions to Closing.

(a) Buyer may terminate this Agreement at any time after the Termination Date and before Closing if any condition contained in Section 12.3 has not been satisfied or waived as of such time; provided, however, that Buyer shall not have the right to terminate this Agreement under this Section 13.4 if Buyer's failure to fulfill any of its obligations under this Agreement has been the reason that the Closing has not been consummated on or before said date.

(b) If this Agreement is terminated pursuant to this Section 13.4: (i) the Deposits, together with any interest accrued thereon less Buyer's share of any fees and expenses of the Escrow Agent, as set forth in the Purchase Notice, shall be returned to Buyer, (ii) this Agreement shall become null and void and have no effect (other than this Article 13, Article 14 and Article 15, which shall survive termination) and (iii) except as provided in this Section 13.4, none of Seller, Buyer or any of their respective Related Persons shall have any liability or obligation arising under or in connection with this Agreement except for fraud, intentional breach or willful misconduct of Seller.

(c) If this Agreement is terminated pursuant to this Section 13.4, Seller acknowledges that a monetary remedy may be inadequate or impracticable and that Buyer may have been caused irreparable harm and, if Buyer so determines, Buyer shall have the right, subject to the waiver by Buyer or satisfaction of the conditions contained in Section 12.1, to obtain an Order requiring Seller to specifically perform all of its

obligations under this Agreement; provided, however, that it is understood that Seller shall not be obligated to proceed with the Closing absent appropriate authorization from the Bankruptcy Court (whether pursuant to the Sale Order or otherwise) but that, in exercising its remedies hereunder Buyer shall be permitted, among other things, to compel Seller to seek such authorization.

13.5 Termination on Alternative Transaction.

(a) This Agreement may be terminated at any time before Closing by either Buyer or Seller, upon Seller's entering into any Alternative Transaction.

(b) If this Agreement is terminated pursuant to Section 13.5(a): (i) the Deposits, together with any interest accrued thereon less Buyer's share of any fees and expenses of the Escrow Agent, as set forth in the Purchase Notice, shall be returned to Buyer, (ii) Seller shall pay Buyer the Break-Up Fee in accordance with Section 13.5(c), (iii) this Agreement shall become null and void and of no effect (except for this Article 13, Article 14 and Article 15 which shall survive termination), and (iv) except as provided in this Section 13.5(b) and 13.5(c), none of Buyer, Seller or their respective Related Persons shall have any liability or obligation arising under or in connection with this Agreement.

(c) Break-Up Fee

(i) If this Agreement is terminated pursuant to Section 13.5(a) Seller shall pay to Buyer in immediately available funds a fee equal to 2.5% of the Purchase Price (the "***Break-Up Fee***"), such fee to be paid upon the closing of the Alternative Transaction and from the sales proceeds of such Alternative Transaction.

(ii) Seller's obligation to pay the Break-Up Fee pursuant to this Section 13.5(c) shall survive termination of this Agreement and shall constitute an allowed administrative expense of Seller under sections 503(b) and 507(a)(2) of the Bankruptcy Code without further Order of the Bankruptcy Court.

(iii) The Break-Up Fee, payable under the circumstances provided in Section 13.5(c)(i) shall be the exclusive remedy of Buyer and its Affiliates for any termination of this Agreement pursuant to Section 13.5. In no event shall Seller or any of its respective Affiliates or Related Persons have any liability with respect to Buyer or any other Person hereunder in excess of the applicable Break-Up Fee in the event that this Agreement terminates for any reason permitted by Section 13.5, except for fraud, intentional breach or willful misconduct of Seller, and any claim, right or cause of action by Buyer or any other Person against Seller or their respective Affiliates or Related Persons in excess of the applicable Break-Up Fee is hereby fully waived, released and forever discharged.

ARTICLE 14 MISCELLANEOUS

14.1 LIMITATION ON DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS OR OPPORTUNITIES OR BUSINESS INTERRUPTION AND THE LIKE), WHETHER BY STATUTE, IN TORT OR UNDER CONTRACT, AND ANY SUCH CLAIM, RIGHT OR CAUSE OF ACTION FOR ANY SUCH DAMAGES IS HEREBY FULLY WAIVED, RELEASED AND FOREVER DISCHARGED.

14.2 Successors and Assigns. Except as otherwise provided in this Agreement and except for an assignment by Buyer to an Affiliate of Buyer (it being understood that any such assignment by Buyer to an Affiliate shall not relieve Buyer of its obligations hereunder), no Party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties hereto.

14.3 Dispute Resolution.

(a) In the event of any action, dispute or controversy arising out of or relating to this Agreement (each, a “**Dispute**”), the Parties shall promptly seek to resolve any such Dispute by negotiations between senior executives of the Parties who have the authority to settle the Dispute. When a Party believes there is a Dispute, that Party shall give the other Party written notice of the Dispute. Within fifteen (15) days after receipt of such notice, the other Party shall submit to the first Party a written response. Both the notice and response shall include (i) a statement of each Party’s position and a summary of the evidence and arguments supporting such position; and (ii) the name, title, fax number and telephone number of the executive or executives who shall represent the Party. In the event that the Dispute involves a claim arising out of the actions of any Person not a signatory to this Agreement, the receiving Party shall have such additional time as necessary, not to exceed an additional fifteen (15) days, to investigate the Dispute before submitting a written response. The executives shall meet at a mutually agreeable time and place within seven (7) days after the date of the response and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute. If one of the executives intends to be accompanied at a meeting by an attorney, the other executive shall be given a least five (5) Business Days’ notice of such intention and may also be accompanied by an attorney.

(b) If the Dispute has not been resolved within thirty (30) days after the date of the response given pursuant to Section 14.3(a), or such additional time, if any, that the Parties mutually agree to in writing, or if any Party receiving a Dispute notice denies the applicability of the provisions of this Section 14.3 or otherwise refuses to participate under the provisions hereof, either Party may pursue such remedies as are available to it at Law or in equity.

14.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code; provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in the courts of the State of New York sitting in Manhattan or of the United States for the Southern District of New York, and by execution and delivery of this Agreement, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

14.5 Disclosure Schedule Supplements. From time to time prior to the Closing, Seller shall supplement or amend the Disclosure Schedules to this Agreement with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the Disclosure Schedules. The Disclosure Schedules shall be deemed amended by all such supplements and amendments except for purposes of determining whether the conditions set forth in Section 12.3(a) of the Agreement have been satisfied.

14.6 Warranties Exclusive. The representations and warranties contained herein are the only representations or warranties given by Seller and all other express or implied warranties are disclaimed. Without limiting the foregoing, except as provided in this Agreement, Buyer acknowledges that the Purchased Interests and the Acquired Assets are conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” and that all warranties of merchantability, usage or suitability or fitness for a particular purpose are disclaimed. Without limiting the foregoing, except as provided in this Agreement, Buyer further acknowledges that no material or information provided by or communications made by Seller or its agents will create any representation or warranty of any kind, whether express or implied, with respect to the Purchased Interests or the Acquired Assets and the title thereto, the operation of the Acquired Assets, or the prospects (financial and otherwise), risks and other incidents of the Business, including the actual or rated generating capability of the Power Plant or the ability of Buyer to generate or sell electrical energy.

14.7 Survival of Representations and Warranties. None of the representations or warranties of Seller set forth in this Agreement or in any certificate delivered pursuant to Section 12.3(a) or Section 12.3(b) shall survive the Closing.

14.8 No Recourse Against Third Parties. Buyer agrees for itself and for all of its officers, directors, shareholders, Affiliates, attorneys, agents and any other parties making any

claim by, through or under the rights of such persons (collectively, the “**Buyer Group**”) that no member of Buyer Group shall have any rights against any officer, director, shareholder, Affiliate (including Calpine), attorney or agent of Seller (each, individually, a “**Non-Recourse Person**”) for any Losses that any member of Buyer Group may suffer in connection with this Agreement, except to the extent arising out of fraud, intentional breach or willful misconduct. Buyer and all members of Buyer Group hereby waive any rights, recourse or remedy against Seller under any Environmental Laws, including any arising under the Comprehensive Environmental Response, Compensation and Liability Act, any analogous state law, or the common law, with respect to any environmental matter relating to the Acquired Assets, the Power Plant or the Business. If any member of Buyer Group makes a claim against any person or entity that is not a Non-Recourse Person (a “**Third Person**”) that in any way gives rise to a claim by such Third Person against any Non-Recourse Person asserting that such Non-Recourse Person is or may be liable to such Third Person with respect to any Losses arising in connection with this Agreement (whether by way of indemnification, contribution, or otherwise on any theory whatever) (a “**Claim Over**”), such member of Buyer Group shall reduce or credit against any judgment or settlement such member of Buyer Group may obtain against such Third Person the full amount of any judgment or settlement such Third Person may obtain against the Non-Recourse Person on such Claim Over, and shall, as part of any settlement with such Third Person, obtain from such Third Person for the benefit of such Non-Recourse Person a satisfaction in full of such Third Person’s Claim Over against the Non-Recourse Person.

14.9 Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there is to be no construction against either Party based on any presumption of that Party’s involvement in the drafting thereof.

14.10 Expenses. Except as otherwise provided herein, each of the Parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees, whether or not the transactions contemplated hereby are consummated. Buyer and Seller shall share equally the cost of all surveys and title reports obtained in connection with this Agreement and the transactions contemplated hereby. Transaction Taxes shall be the responsibility of Seller in accordance with Section 11.1 (except to the extent Buyer is responsible to reimburse Seller for fifty percent (50%) of the REET imposed as a result of the transactions contemplated by this Agreement pursuant to Section 11.1). The Parties shall share equally the cost of the Title Policy and all filing fees required to be paid in connection with any filings made or notices given pursuant to any Antitrust Law.

14.11 Broker’s and Finder’s Fees. Each of the Parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement in a manner so as to give rise to any claims against the other Party for any brokerage commission, finder’s fees or other similar payout.

14.12 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby

in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

14.13 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the Party to whom notice is to be given; (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, and telephonic confirmation of receipt is obtained promptly after completion of transmission; (c) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service or (d) on the fifth day after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the Party as follows:

If to Seller:

c/o Calpine Corporation
50 West San Fernando Street
San Jose, California 95113
Attention: General Counsel
Facsimile: (408) 794-2434

Copy to:

Kirkland & Ellis LLP
153 E. 53rd Street
Citicorp Center
New York, NY 10022-4611
Attention: Adam D. Phillips
Facsimile: (212) 446-4900

Kirkland & Ellis LLP
777 South Figueroa Street
Los Angeles, CA 90017
Attention: Bennett Spiegel
Facsimile: (213) 680-8500

If to Buyer:

c/o Puget Sound Energy, Inc.
10885 NE 4th Street (98004-5591)
P.O. Box 97034
Bellevue, WA 98009-9734
Facsimile No: (425) 462-3300
Attention: Senior Vice President Energy Resources

with a copy to:

Puget Sound Energy, Inc.
10885 NE 4th Street (98004-5591)
P.O. Box 97034
Bellevue, WA 98009-9734
Facsimile No: (425) 462-3300
Attention: General Counsel

Any Party may change its address for the purpose of this Section 14.13 by giving the other Party written notice of its new address in the manner set forth above.

14.14 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

14.15 Schedules. Seller may, at its option, include in the Disclosure Schedules items that are not material, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material or would cause a Material Adverse Effect, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Agreement.

14.16 Public Announcements. At all times prior to or in connection with the Closing, no Party shall make any press release or public announcement concerning the transactions contemplated by this Agreement without the prior written approval of the other Party (which approval shall not be unreasonably withheld, conditioned or delayed), unless a press release or public announcement is required by Law or Order of the Bankruptcy Court. If any such press release or announcement or other disclosure is required by Law or Order of the Bankruptcy Court, the disclosing Party may make such press release, announcement or other disclosure and shall promptly furnish the other Party with a copy thereof. The Parties acknowledge that Seller shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order and Bidding Procedures Order.

14.17 Entire Agreement. This Agreement, the Master Escrow Agreement (in so far as it applies to the transactions contemplated by this Agreement, as set forth in the Purchase Notice), the Purchase Notice and the Confidentiality Agreement contain the entire understanding among the Parties hereto (including, for this purpose, Calpine with respect to the Purchase Notice and the Master Escrow Agreement) with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All Schedules hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

14.18 Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than Seller and Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third Persons to Seller or Buyer. No provision of this Agreement shall give any third Persons any right of subrogation or action over or against Seller or Buyer.

14.19 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14.20 Construction. Unless the context of this Agreement otherwise requires, (i) words of any gender include the other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Agreement as a whole and not to any other particular Article, Section or other subdivision, (iv) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” (v) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive, and (vi) “or” is not exclusive.

14.21 Currency. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

14.22 Time of Essence. Time is of the essence of this Agreement.

14.23 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

ARTICLE 15 DEFINITIONS

15.1 Certain Terms Defined. As used in this Agreement, the following terms shall have the following meanings:

“Additional Real Property Survey” means that certain ALTA/ASCM survey to be completed by Taylor Engineering, Inc. prior to the Closing, covering all of the Additional Real Property.

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such other Person where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person, through the ownership of voting securities, by contract, as trustee, executor or otherwise.

“Alternative Transaction” means a transaction involving a sale of all or substantially all of the Purchased Interests, the Business or the Acquired Assets by Seller to a purchaser or purchasers other than Buyer, following an Auction in which Buyer is the stalking horse bidder, or, the filing by Seller with the Bankruptcy Court of a plan of reorganization or liquidation that does not contemplate the sale of the Purchased Interests by Seller to Buyer in accordance with the terms of this Agreement.

“Assignment Agreement” means the agreement substantially in the form of Exhibit A hereto.

“Auction” means the auction conducted by Seller pursuant to the Bidding Procedures Order.

“Bankruptcy Code” means Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York or such other court having jurisdiction over the Chapter 11 Case originally administered in the United States Bankruptcy Court of the Southern District of New York.

“Business” means the business of generating and selling electric power, capacity and ancillary services from the Power Plant, as managed and operated by Seller on the date hereof, to Seller’s customers and any business activities of Seller incidental to the foregoing.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York, New York are authorized by Law or other Governmental action to close.

“Business Records” means all books, files and records (whether existing in paper or electronic format) to the extent they apply primarily to the Purchased Interests, the Acquired Assets or the Business, including customer lists, historical customer files, reports, plans, data, accounting and tax records, test results, product specifications, drawings, diagrams, construction plans and records, training manuals, engineering data, safety and Environmental Reports and documents, maintenance schedules, operating and production records, inventory records, business plans, and marketing and all other studies, documents and records but excluding any Retained Books and Records.

“Chapter 11 Case” means, collectively, the cases commenced and to be commenced by Seller under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“Clayton Act” means Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, as amended.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consent” means any consent, approval, authorization, qualification, waiver or notification of a Government.

“Contract” means any written or oral contract, agreement, license, sublicense, lease, sublease, mortgage, instruments, guaranties, commitment, undertaking or other similar arrangement, whether express or implied.

“DOR” means the Department of Revenue of the State of Washington.

“Emission Allowances” means authorizations to emit specified units of sulfur dioxide (SO₂) pursuant to Title IV of the U.S. Clean Air Act and nitrogen oxides (NO_x) pursuant to the

22 State SIP Call in amounts equal to the respective SO₂ and NO_x accounts for the Power Plant as of May 1, 2006.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in ERISA §3(3)) and any other employee benefit plan, program or arrangement of any kind.

“Environmental Laws” means all Laws for protection of the environment.

“Environmental Reports” means any environmental sampling or report performed specifically to test compliance with any Environmental Laws and any and all Phase I or II environmental assessments, in each case which Seller has received from an un-Affiliated third party within the last three (3) years with respect to the Power Plant or the Owned Real Property; provided that Environmental Reports shall not include any safety, health and environmental audit reports, or internal investigation reports, prepared under the direction of Seller’s legal department and privileged under the attorney-client privilege, attorney work-product privilege, or state or federal environmental self-auditing privilege or policy.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any entity treated as a single employer with Seller pursuant to Section 414 of the Code.

“Escrow Agent” means Union Bank of California, N.A., the escrow agent under the Master Escrow Agreement.

“Existing Survey” means that certain ALTA/ASCM survey by Taylor Engineering, Inc., initially date October 14, 2003 and revised as of March 2, 2004, provided by Seller to Buyer and covering all of the Owned Real Property.

“Existing Title Policy” means that certain policy of title insurance issued by First American Title Insurance Company and dated April 24, 2001, provided by Seller to Buyer and covering all of the Owned Real Property other than that portion identified on Schedule 1.1(a) as being owned by Calpine as of the Execution Date.

“FERC” means the Federal Energy Regulatory Commission, or any successor agency thereto.

“Final Order” means any Order of a Government, the Bankruptcy Court or other court of competent jurisdiction after all opportunities for rehearing, reargument, petition for certiorari and appeal are exhausted or expired and any requests for rehearing have been denied, and that has not been revised, stayed, enjoined, set aside, annulled, reversed, remanded, modified or suspended, with respect to which any required waiting period has expired, and to which all conditions to effectiveness prescribed therein or otherwise by law or Order have been satisfied; provided, however, that no Order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such Order. In the case of the Sale Order, a Final Order shall also consist of an Order as to which an appeal, notice of appeal or motion for rehearing or new

trial has been filed but as to which Buyer, in its sole and absolute discretion, elects to proceed with Closing.

“**FPA**” means the Federal Power Act (16 U.S.C. § 791a *et seq.*), as amended, and the rules and regulations thereunder.

“**Government**” means any agency, division, subdivision, audit group, procuring office or governmental or regulatory authority in any event or any adjudicatory body thereof, of the United States, any state thereof or any foreign government.

“**Hazardous Materials**” means and includes any hazardous or toxic substance or waste or any contaminant or pollutant regulated under Environmental Laws, including “hazardous substances” as currently defined by the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, “hazardous wastes” as currently defined by the Resource Conservation and Recovery Act, as amended, natural gas petroleum products or byproducts and crude oil.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. §§ 15c-15h, 18a), as amended.

“**Improvements**” means the buildings, improvements and structures now existing on the Real Property, but only to the extent such buildings, improvements and structures constitute fixtures under applicable law.

“**Knowledge of Seller,**” “**Seller’s Knowledge**” or any other similar term or knowledge qualification means the present actual knowledge of Rick Thomas, Gevan Reeves, Bevin Hong, Rich Downen, Gerald Klug, Wayne Milke and Bob McCaffrey.

“**Lien**” means any mortgage, pledge, charge, security interest, encumbrance, lien (statutory or other) or conditional sale agreement.

“**Master Escrow Agreement**” means the Amended and Restated Master Escrow Agreement by and between Calpine and Union Bank of California, N.A., dated as of October 27, 2006, as amended.

“**Material Adverse Effect**” means a state of facts, event, change or effect that results, or would reasonably be expected to result, in a material adverse effect on the combined operations of the Business but excluding any state of facts, event, change or effect caused by events, changes or developments relating to: (i) changes of Laws generally, including those governing national, regional, state or local electric transmission or distribution systems, (ii) strikes, work stoppages or other labor disturbances, (iii) increases in costs of commodities or supplies, including fuel, (iv) effects of weather or meteorological events other than such events that cause material physical damage to the Power Plant or the transmission service to the plant, (v) changes or conditions affecting the industries of which the Business is a part generally (including any change or condition (x) generally affecting the international, national or regional or local electric generating, transmission or distribution industry, (y) generally affecting the international, national, regional or local wholesale or retail markets for electric power or (z) resulting from changes in the international, national, regional or local fuel markets for the type of fuel used at

the Power Plant); (vii) changes in economic, regulatory or political conditions generally; (viii) changes resulting from any motion, application, pleading or Order filed under or in connection with, the Chapter 11 Case or Seller's status as a debtor in possession or any motion, application, pleading or Order filed by any Government applicable to providers of generation, transmission or distribution of electricity generally; or (ix) any act(s) of war or of terrorism other than such events or occurrences that cause material physical damage to the Power Plant or transmission service to the plant.

"Multiemployer Plan" has the meaning set forth in ERISA §3(37).

"Ordinary Course of Business" means, with respect to the operation by Seller of the Power Plant, the operation thereof consistent with prior practices with respect to the operation thereof and prudent health, safety and environmental practices, and taking into account the status and quality of the Power Plant.

"Permitted Liens" means: (i) all Liens set forth on Schedule 15.1 of the Disclosure Schedules; (ii) Liens for Taxes, assessments and Government or other similar charges that are not yet due and payable or that, although due and payable, are being contested by appropriate proceedings in good faith (excluding the Washington State sales and use tax liability related to Seller's 2001 fiscal year) and do not exceed \$100,000 in the aggregate; (iii) mechanics', materialmen's, warehouseman's and similar Liens that secure Assumed Liabilities; (iv) such covenants, conditions, restrictions, easements, encroachments or encumbrances, or any other state of facts, that do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Seller in the Business prior to the Closing Date; (v) zoning, building codes and other land use laws regulating the use of occupancy of Owned Real Property or the activities conducted thereon which are imposed by any governmental authority having jurisdiction over Owned Real Property and do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Seller in the Business prior to the Closing Date; (vi) restrictions and regulations imposed by any Government authority or any local, state, regional, national or international reliability council, or any independent system operator or regional transmission organization with jurisdiction over Seller or the Power Plant in each case of general applicability to similarly situated facilities and that do not materially interfere with the present occupancy of the Real Property or the use of such Real Property as it has been used by Seller in the Business prior to the Closing Date; and (vii) exceptions and related matters set forth in the Title Policy.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Government.

"Power Plant" means the approximately 245 MW (nominal) gas-fired combined cycle electric generating facility known as the Goldendale Energy Center and located in Klickitat County, Washington, including all equipment, electrical transformers, pipeline and electrical interconnection facilities (including water discharge facilities and water injection facilities) related thereto.

"Purchase Notice" means Exhibit A of the Master Escrow Agreement, as executed and delivered by Buyer and Seller.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, attorneys, accountants, investment bankers, Affiliates or representatives of any such Person.

“Representatives” of a Person means, collectively, such Person’s Affiliates and its and their respective directors, officers, partners, members, employees, representatives, agents, advisors (including accountants, legal counsel, environmental consultants and financial advisors), parent entities and other controlling Persons.

“Retained Books and Records” means (i) all corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records and such other files, books and records to the extent they relate to any of the Excluded Assets or Excluded Liabilities or the organization, existence, capitalization or debt financing of Seller or of any Affiliate of Seller, (ii) all books, files and records that would otherwise constitute a Business Record but for the fact that disclosure of books, files or records could (w) violate any legal constraints or obligations regarding the confidentiality thereof, provided that Seller shall use its commercially reasonable efforts to obtain a waiver of any such confidentiality restrictions in order to permit such disclosure (x) waive any attorney client, work product or like privilege, (y) disclose information about Seller or any of its Affiliates that is unrelated to the Power Plant or the Business or (z) disclose information about Seller or any of its Affiliates pertaining to energy or project evaluation, energy or natural gas price curves or projections or other economic predictive models or (iii) all books and records prepared in connection with or relating in any way to the transactions contemplated by this Agreement, including bids received from other parties and analyses relating in any way to the Purchased Interests, the Acquired Assets and the Assumed Liabilities.

“Rule” or “Rules” means the Federal Rules of Bankruptcy Procedure.

“Sherman Act” means title 15 of the United States Code §§ 1-7, as amended.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company, association or other business entity.

“Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Taxes” means any and all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Government, which taxes shall include all income taxes, Transaction Taxes, payroll and employee withholding, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workmen’s compensation, customs duties, registration, documentary, value added, alternative or add-on minimum, estimated, environmental (including taxes under section 59A of the Code) and other obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“Title Commitment” means a commitment for the issuance of an ALTA Owner’s Title Insurance Policy or other form of policy reasonably acceptable to Buyer and meeting the requirements of the Title Policy, together with a copy of all documents referenced therein.

“Title Company” means a title company reasonably acceptable to Buyer.

“Title Policy” means an extended coverage title insurance policy from the Title Company (which may be in the form of a mark-up of the Title Commitment or of a pro forma of the Title Policy) in accordance with the Title Commitment, insuring Buyer’s fee simple title to the Owned Real Property (including all recorded appurtenant easements, insured as separate legal parcels) as of the Closing Date in an amount equal to the Purchase Price, with gap coverage from Closing through the date of recording and with exceptions limited to the Schedule B ALTA “General Exceptions” and Permitted Liens, which policy shall include such other endorsements as Buyer may reasonably request and shall otherwise be reasonably acceptable to Buyer.

“WARN Act” means the Worker Adjustment Retraining and Notification Act of 1988, as amended.

“Washington Tax Ruling” means that certain tax ruling in respect of the tax treatment of the transactions contemplated hereby issued by the DOR on dated October 18, 2006.

15.2 All Terms Cross-Referenced. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Accounts Payable.....	1.4
Accounts Receivable.....	1.2(b)
Acquired Assets	1.1
Additional Deposit	2.2
Additional Real Property	6.10
Additional Real Property Entitlements	6.10
Additional Real Property Farming Lease	6.10
Additional Real Property Survey	15.1
Adjustment Date	11.2
Affiliate	15.1
Agreement.....	<i>Preamble</i>
Alternative Transaction.....	15.1
Antitrust Approval	10.2
Antitrust Law	10.2
Assigned Contracts	1.1(f)
Assignment Agreement.....	15.1
Assumed Liabilities	1.3
Auction.....	15.1
Bankruptcy Code	15.1
Bankruptcy Court.....	15.1
Bidding Procedures	8.2
Bidding Procedures Order.....	6.3
BPA.....	6.8
Break-Up Fee	13.5(c)(i)
Business	15.1
Business Day.....	15.1
Business Employees.....	4.10(d)
Business Records	15.1
Buyer.....	<i>Preamble</i>
Buyer Group.....	14.8
Calpine	<i>Recitals</i>

Calpine Marks	1.2(m)
Chapter 11 Case	15.1
Claim Over	14.8
Claims	1.2(j)
Clayton Act	15.1
Closing	3.1
Closing Date.....	3.1
Code	15.1
Confidentiality Agreement.....	6.5
Consent	15.1
Contract.....	15.1
Customer Contracts.....	1.1(d)
Deposits.....	2.2
Disclosure Schedules	1.1(a)
Dispute	14.3(a)
Emission Allowances.....	15.1
Employee Benefit Plan	15.1
Entitled Real Property.....	1.1(c)
Environmental Laws	15.1
Environmental Reports	15.1
Equipment	<u>1.1(c)</u>
ERISA	15.1
ERISA Affiliate	15.1
Escrow Agent.....	15.1
Excluded Assets	1.2
Excluded Liabilities	1.4
Execution Date.....	<i>Preamble</i>
Existing Survey	15.1
Existing Title Policy	15.1
FERC.....	15.1
Final Allocation Schedule.....	11.5(c)
Final Order	15.1
FPA	15.1


Government.....	15.1
Hazardous Materials	15.1
HSR Act.....	15.1
Improvements	15.1
Independent Accounting Firm	11.5
Initial Deposit.....	2.2
Intangible Property.....	1.1(l)
Intracompany Service Contracts	12.3(k)
Inventory	1.1(g)
Knowledge of Seller	15.1
KPUD.....	6.8
Law	4.3
Lien	15.1
Losses.....	6.5
Master Escrow Agreement.....	15.1
Material Adverse Effect.....	15.1
Material Contracts.....	4.7(a)(v)
Multiemployer Plan	15.1
Non-Recourse Person.....	14.8
Order	4.3
Ordinary Course of Business	15.1
Organizational Documents.....	4.3
Other Contracts	1.1(f)
Owned Real Property	1.1(a)
Party or Parties	<i>Preamble</i>
Permits	1.1(i)
Permitted Liens	15.1
Person.....	15.1
Power Plant	15.1
Preliminary Allocation Schedule	11.5(b)
Purchase Notice	15.1
Purchase Price	2.1
Purchased Interests.....	1.1

Real Property	1.1(b)
Real Property Allocation Schedule	11.5(a)
REET	11.1
Related Person	15.1
Release Date.....	7.5(d)
Representatives	15.1
Retained Books and Records	15.1
Rule	15.1
Rules	15.1
Sale Order	6.3
Seller	<i>Preamble</i>
Seller's Account.....	3.3(a)
Seller's Cure Costs.....	6.8
Seller's Knowledge.....	15.1
Sherman Act.....	15.1
Straddle Period.....	11.2
Subsidiary	15.1
Supplier Contracts.....	1.1(e)
Support Obligations	7.5(a)
Tax Return	15.1
Taxes	15.1
Termination Date	13.2(a)(iv)
Termination Order	13.2(a)(vi)
Third Person.....	14.8
Title Commitment.....	15.1
Title Company	15.1
Title IV Plan.....	4.10(b)
Title Policy.....	15.1
Transaction Taxes	11.1
Transfer and Contribution Agreement.....	1.1
WARN Act.....	15.1
Washington Tax Ruling	15.1

(Signatures are on the following page.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

GOLDENDALE ENERGY CENTER, LLC

By: 
Name: Richard L. Thomas
Its: Authorized Signatory

PUGET SOUND ENERGY, INC.

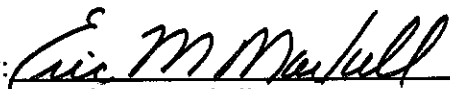
By: _____
Name: Eric M. Markell
Its: Senior Vice President, Energy Resources

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

GOLDENDALE ENERGY CENTER, LLC

By: _____
Name: Richard L. Thomas
Its: Authorized Signatory

PUGET SOUND ENERGY, INC.

By:  _____
Name: Eric M. Markell
Its: Senior Vice President, Energy Resources

FORM OF ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “Agreement”), dated as of _____, 2007, is made by and between Goldendale Energy Center, LLC, a Delaware limited liability company (the “Assignor”), and Puget Sound Energy, Inc., a Washington corporation (the “Assignee”). Capitalized terms not otherwise defined in this Agreement shall have the meanings given to such terms in the Membership Interests Purchase Agreement between Assignor and Assignee, dated November 3, 2006 (the “Purchase Agreement”).

Recitals:

WHEREAS, pursuant to that certain Limited Liability Company Agreement of [NEW LLC] dated [] (the “LLC Agreement”), Assignor holds the Purchased Interests;

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, under which Assignor has agreed to sell, transfer and assign, and Assignee has agreed to purchase and receive, the Purchased Interests, all as more fully provided therein;

WHEREAS, on [], the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered the [SALE ORDER] (the “Sale Order”) (Docket No. ____) pursuant to which the Bankruptcy Court authorized, among other things, the sale and transfer to Assignee of all of Assignor’s right, title and interest in, to and under the Purchased Interests free and clear of Liens, claims, encumbrances and other interests (except for Permitted Liens and Assumed Liabilities) pursuant to sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the transfer and conveyance of such Purchased Interests to Assignee includes, as a condition thereof, the assumption by Assignee of all Assignor’s rights and obligations under the Purchased Interests; and

WHEREAS, Assignor now desires to transfer to Assignee the Purchased Interests.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Assignment and Agreements:

1. Upon the terms and conditions set forth in the Purchase Agreement, the Sale Order and herein: (i) Assignor hereby sells, transfers and assigns all of its right, title and interest in and to the Purchased Interests; and (ii) Assignee accepts such assignment and agrees to assume all of Assignor’s obligations there under.

2. From time to time, as and when requested by a Party, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as the requesting Party or its

successors and permitted assigns may reasonably deem necessary or desirable in order that the requesting Party can more effectively assume, perform and discharge its obligations hereunder.

3. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages) and all such counterparts taken together shall constitute one and the same Agreement.

4. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law rules which may direct the application of the laws of another jurisdiction, except to the extent that the laws of such State are superseded by the Bankruptcy Code.

5. This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Purchase Agreement and Sale Order, and nothing contained in this Agreement shall be deemed to modify any of the provisions of the Purchase Agreement or Sale Order or any rights or obligations of Assignor or Assignee under the Purchase Agreement or Sale Order.

(remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

GOLDENDALE ENERGY CENTER, LLC

By: _____
Name: _____
Title: _____

PUGET SOUND ENERGY, INC.

By: _____
Name: Eric M. Markell
Title: Senior Vice President, Energy Resources

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Calpine Corporation, et al.,

Debtors.

)
)
) Chapter 11
)
) Case No. 05-60200 (BRL)
) Jointly Administered
)

ORDER (I) AUTHORIZING FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS (A) THE TRANSFER BY CALPINE CORPORATION TO GOLDENDALE ENERGY CENTER, LLC OF CERTAIN ASSETS RELATING TO THE GOLDENDALE FACILITY, (B) THE CONTRIBUTION OF SUBSTANTIALLY ALL OF THE ASSETS OF GOLDENDALE ENERGY CENTER LLC TO A NEWLY FORMED LIMITED LIABILITY COMPANY, (C) THE SALE OF ALL OF THE MEMBERSHIP INTERESTS IN THE NEWLY FORMED LIMITED LIABILITY COMPANY TO PUGET SOUND ENERGY, INC., (D) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH; AND (II) GRANTING RELATED RELIEF

This matter is before the Court on the motion¹ (the “Sale Motion”) [Docket No. ____], dated November __, 2006, of Goldendale Energy Center, LLC (the “Selling Debtor”) and Calpine Corporation (“Calpine”) for entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014: (A) approving the membership interests purchase agreement (as amended from time to time, the “MIPA”) by and among the Selling Debtor and Puget Sound Energy, Inc. (the “Purchaser”), and such other agreements to be entered into and among the parties as contemplated therein; (B) approving the Transfer and Contribution Agreement (the “TCA”) by and among the Selling Debtor, Calpine and a limited liability company to be wholly owned by the Selling Debtor and which shall be formed immediately prior to the consummation of the MIPA (the “New LLC”) and authorizing the following transfers and contributions (collectively, the “Transfers”) free and clear of all liens,

¹ Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the MIPA (as defined herein) and the Sale Motion, as applicable.

claims, encumbrances, and other interests (all such liens, claims, encumbrances and other interests shall be referred to collectively as the “Liens”) other than any Permitted Liens and Assumed Liabilities: (i) the transfer by Calpine to the Selling Debtor of the Additional Real Property and the assumption by Calpine and assignment to the Selling Debtor of the Additional Real Property Farming Lease for inclusion in the Acquired Assets to be transferred by the Selling Debtor to the New LLC; and (ii) the contribution by the Selling Debtor of the Acquired Assets (including the Additional Real Property, the Additional Real Property Farming Lease, and the assumption by the Selling Debtor and the assignment to New LLC of the Assigned Contracts) to the New LLC in exchange for the issuance to Selling Debtor of all of the membership interests in New LLC; (C) authorizing the sale (the “Sale”) of all of the membership interests in the New LLC to the Purchaser free and clear of all Liens, other than any Permitted Liens and Assumed Liabilities; and (D) granting certain related relief; and the Court having heard statements of counsel and the evidence presented in support of the relief requested by the Selling Debtor and Calpine in the Sale Motion at a hearing before the Court on February 7, 2007 (the “Sale Hearing”); and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:²

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m) and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e) and (f), 6006(a) and (c), 9007 and 9014.

D. The Court entered the Bidding Procedures Order on December [6], 2006 [Docket No. ____].

Notice of the Transfers, Sale, Auction and the Cure Amounts

E. Actual written notice of the Sale Hearing, the Auction, the Sale Motion, the Transfers, the Sale, the assumption, assignment and sale of the Assigned Contracts and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including, but not limited to: (i) the United States Trustee for the Southern District of New York; (ii) counsel to the Creditors' Committee; (iii) counsel to the administrative agents for the Debtors' prepetition secured lenders; (iv) counsel to the ad hoc committee; (v) the indenture trustees pursuant to the Debtors' secured indentures; (vi) counsel to the Debtors' postpetition lenders; (vii) all known creditors of the Selling Debtor as identified in Schedules D through G of the Selling Debtor's Schedules of Assets and Liabilities and any other party that has filed a proof of claim against the Selling Debtor; (viii) the Securities and Exchange Commission; (ix) all taxing authorities having

jurisdiction over any of the Acquired Assets or the Purchased Interests, including the Internal Revenue Service and the Department of Revenue of the State of Washington; (x) any pension fund or multiemployer pension plan to which the Debtors have made contributions; (xi) the United States Department of Justice; (xii) counsel to the Equity Committee; (xiii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (xiv) the Purchaser and its counsel; (xv) all persons or entities known or reasonably believed to have asserted a Lien on any of the Acquired Assets or the Purchased Interests; (xvi) the counterparties to each of the Assigned Contracts; (xvii) all persons or entities known or reasonably believed to have expressed an interest in acquiring the Acquired Assets; (xviii) the Attorney General in the State where the Acquired Assets are located; (xix) the United States Environmental Protection Agency; (xx) the Washington Department of Ecology; (xxi) all persons or entities known or reasonably believed to have asserted a claim or interest related to the Additional Real Property or the Additional Real Property Farming Lease; (xxii) all parties in the action Estate of Jones v. Calpine Corp. filed on June 11, 2003 in the United States District Court for the Western District of Washington, including the estates of Darrell Jones and Cynthia Jones; and (xxiii) all parties that have provided credit support on behalf of the Selling Debtor.

F. The Selling Debtor published notice of the Sale Motion, the Transfers, the Sale and the time and place of the proposed Auction and the Sale Hearing in the National Edition of The Wall Street Journal and The Seattle Times on December __, 2006.

G. In accordance with the provisions of the Bidding Procedures Order, the Selling Debtor and Calpine have served notice of the cure amounts (the “Cure Notice”) upon each non-debtor counterparty to an Assigned Contract that the Selling Debtor and Calpine, as applicable, seek to assume and assign to the Selling Debtor and to the New LLC, as applicable. The service

of such Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a Cure Amount for the respective Assigned Contract. Non-debtor counter-parties to the Assigned Contracts have had an opportunity to object to the Cure Amount set forth in the Cure Notice.

H. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, the Transfers, and the Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Selling Debtor and Calpine also have complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing, the Transfers, and the Sale required by the Bidding Procedures Order. The foregoing notice described in paragraphs E through H was good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale Hearing, the Transfers, the Sale, or the assumption, assignment and sale of the Assigned Contracts is required.

I. The disclosures made by the Selling Debtor and Calpine concerning the TCA, the MIPA, the Transfers, the Sale, and the Sale Hearing were good, complete and adequate.

Good Faith of Purchaser

J. The Purchaser is not an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

K. Purchaser is purchasing the Purchased Interests in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) Purchaser recognized that the Selling Debtor was free to deal with any other party interested in acquiring the Purchased Interests;

(b) Purchaser complied with the provisions in the Bidding Procedures Order; (c) Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (d) Purchaser in no way induced or caused the chapter 11 filing by the Selling Debtor or any other Debtors; (e) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (f) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (g) no common identity of directors or controlling stockholders exists between the Purchaser and any of the Debtors; and (h) the negotiation and execution of the MIPA and any other agreements or instruments related thereto was at arms' length and in good faith.

Highest and Best Offer

L. The Selling Debtor conducted an auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets or the Purchased Interests. The Auction was duly noticed and conducted in a noncollusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets or the Purchased Interests.

M. The MIPA constitutes the highest and best offer for the Acquired Assets and the Purchased Interests, and will provide a greater recovery for the Selling Debtor's estate than would be provided by any other available alternative. The Selling Debtor's determination that the MIPA constitutes the highest and best offer for the Acquired Assets and the Purchased Interests constitutes a valid and sound exercise of the Selling Debtor's business judgment.

N. The MIPA represents a fair and reasonable offer to purchase the Purchased Interests under the circumstances of these chapter 11 cases. No other person or entity or group

of entities has offered to purchase the Acquired Assets or the Purchased Interests for greater economic value to the Selling Debtor's estate than the Purchaser.

O. Approval of the Sale Motion, the TCA and the MIPA, and the consummation of the transactions contemplated therein, is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

P. The Selling Debtor and Calpine have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

No Fraudulent Transfer

Q. The consideration provided by the Purchaser pursuant to the MIPA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

R. The Purchaser is not a mere continuation of the Selling Debtor, Calpine or their respective estates and there is no continuity of enterprise between the Purchaser and the Selling Debtor or Calpine. The Purchaser is not holding itself out to the public as a continuation of the Selling Debtor or Calpine. The Purchaser is not a successor to the Selling Debtor, Calpine or their respective estates and the Sale does not amount to a consolidation, merger or de facto merger of Purchaser and the Selling Debtor or Calpine. The transactions contemplated by the MIPA are not being entered into fraudulently or in order to escape liability for the Selling Debtor's or Calpine's debts.

Validity of Transfers and Sale

S. The Selling Debtor and Calpine, as applicable, have full corporate power and authority to execute and deliver the TCA, the MIPA and all other documents contemplated

thereby, and no further consents or approvals are required for the Selling Debtor or Calpine to consummate the transactions contemplated by the TCA and the MIPA, except as otherwise set forth in the MIPA.

T. The transfer of each of the Additional Real Property and the Additional Real Property Farming Lease to the Selling Debtor will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Selling Debtor with all right, title, and interest of Calpine to such assets free and clear of all Liens accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens and Assumed Liabilities under the MIPA.

U. The transfer of each of the Acquired Assets to the New LLC will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the New LLC with all right, title, and interest of the Selling Debtor to the Acquired Assets free and clear of all Liens accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens and Assumed Liabilities under the MIPA.

V. The transfer of each of the Purchased Interests to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer, and vests or will vest the Purchaser with all right, title, and interest of the Selling Debtor to the Purchased Interests free and clear of all Liens accruing, arising or relating to any time prior to the Closing Date, except for any Permitted Liens and Assumed Liabilities under the MIPA.

Section 363(f) Is Satisfied

W. The Purchaser would not have entered into the MIPA and would not consummate the transactions contemplated thereby if the transfer of the Acquired Assets to New LLC, the assumption and assignment of the Assigned Contracts to New LLC, and the sale of the Purchased Interests to the Purchaser were not, except as otherwise provided in the MIPA with

respect to the Assumed Liabilities and Permitted Liens, free and clear of all Liens of any kind or nature whatsoever, or if the Purchaser or New LLC would, or in the future could (except and only to the extent expressly provided in the MIPA with respect to the Assumed Liabilities and the Permitted Liens), be liable for any of such Liens, including, but not limited to, Liens in respect of the following: (1) any labor agreements; (2) all mortgages, deeds of trust and security interests; (3) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (4) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (1) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (7) any theories of successor liability.

X. The Selling Debtor and Calpine, as applicable, may transfer the Acquired Assets to the Selling Debtor and the New LLC, as applicable, and sell the Purchased Interests to Purchaser free and clear of all Liens against the Selling Debtor, Calpine, their respective estates

or any of the Acquired Assets (except for any Permitted Liens and Assumed Liabilities under the MIPA) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. With respect to any and all entities asserting a Lien, including, without limitation, any options, pledges, security interests, claims, equities, reservations, third party rights, voting trusts or similar arrangements, charges or other encumbrances or restrictions on or conditions to transfer or assignment of any kind (including, without limitation to the generality of the foregoing, restrictions or conditions on or to the transfer, assignment or renewal of licenses, permits registrations and authorizations or approvals of or with respect to governmental units and instrumentalities), whether direct or indirect, absolute or contingent, matured or unmatured, liquidated or unliquidated on or against the Acquired Assets or the Purchased Interests either (i) such entity has consented to the sale and transfer, license and assignment, as applicable, free and clear of its Lien, with such Lien to attach to the proceeds of such sale and transfer, license and assignment, as applicable, respectively, (ii) applicable nonbankruptcy law permits the sale of the assets free and clear of such Lien, (iii) such Lien is in *bona fide* dispute, or (iv) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Lien, so that the conditions of section 363(f) of the Bankruptcy Code have been met.

Y. Those holders of Liens against the Debtors, their estates, any of the Acquired Assets or the Purchased Interests who did not object, or who withdrew their objections, to the Transfers, the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens, if any, in each instance against the Selling Debtor, Calpine, their respective estates, any of

the Acquired Assets or the Purchased Interests, attach to the cash proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Assumption and Assignment of the Assigned Contracts

Z. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the MIPA and is in the best interests of the Selling Debtor, Calpine and their respective estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Selling Debtor and Calpine.

AA. The respective amounts set forth on **Exhibit A** annexed hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Assigned Contracts (the “Cure Amounts”).

BB. The Selling Debtor and Calpine, as applicable, have (directly or through Purchaser): (i) cured and/or provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

CC. The Purchaser has provided adequate assurance of its and/or the New LLC’s future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

DD. To maximize the value of the Acquired Assets and the Purchased Interests and to preserve the viability of the business to which the Acquired Assets and the Purchased Interests relate, it is essential that the Sale of the Purchased Interests occur within the time constraints set forth in the MIPA. Time is of the essence in consummating the Sale.

EE. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the purchase price under the MIPA, the proposed Transfers of the Additional Real Property and the Additional Real Property Farming Lease to the Selling Debtor and the Acquired Assets to the New LLC, followed by the proposed Sale of the Purchased Interests to the Purchaser constitutes a reasonable and sound exercise of the Selling Debtor's and Calpine's business judgment and should be approved.

FF. The consummation of the transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Transfers and the Sale contemplated thereby are approved as set forth in this Order.

2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

Approval of the TCA and the MIPA

3. The TCA and the MIPA and all ancillary documents and all of the terms and conditions thereof are hereby approved.

4. Pursuant to section 363(b) of the Bankruptcy Code, Calpine is authorized and empowered to take any and all actions necessary or appropriate to transfer title to the Additional Real Property to the Selling Debtor and to assume the Additional Real Property Farming Lease and assign it to the Selling Debtor pursuant to the TCA, so that the Additional Real Property and the Additional Real Property Farming Lease are included in the Acquired Assets being transferred from the Selling Debtor to the New LLC under the TCA and in accordance with the MIPA.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Selling Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) form the New LLC and to consummate the Transfers of each of the Acquired Assets to the New LLC pursuant to and in accordance with the terms and conditions of the TCA and the MIPA, (ii) consummate the Sale of the Purchased Interests to the Purchaser pursuant to and in accordance with the terms and conditions of the MIPA, (iii) close the Sale as contemplated in the MIPA and this Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the TCA and the MIPA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the TCA, the MIPA, the Transfers and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the TCA and the MIPA and such other ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, including the Selling Debtor, their estates, all creditors of, and holders of equity interests in, any Debtor (whether

known or unknown), any holders of Liens against or on all or any portion of the Acquired Assets or the Purchased Interests, all non-Debtor parties to the Assigned Contracts, New LLC and all successors and assigns of New LLC, the Purchaser and all successors and assigns of the Purchaser, the Acquired Assets, the Purchased Interests and any trustees, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Order, the TCA and the MIPA shall inure to the benefit of the Debtors, their estates, their creditors, New LLC, the Purchaser and their respective successors and assigns. Neither the TCA nor the MIPA shall be subject to rejection.

Transfers of the Acquired Assets and the Purchased Interests

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Selling Debtor is authorized to form the New LLC. Upon formation, the New LLC shall be free and clear of, and shall have no liability for, (a) any and all Liens, and (b) all interests, liabilities, obligations or claims, including, without limitation, all "claims" within the meaning of section 101(5) of the Bankruptcy Code and any claims pursuant to any successor or successor-in-interest liability, control group liability or consolidated group liability theory.

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Selling Debtor and Calpine, as applicable, are authorized to transfer the Acquired Assets (including assumption and assignment of the Assigned Contracts) to the Selling Debtor and to the New LLC, as applicable. Such Transfers shall constitute a legal, valid, binding and effective transfers of the Acquired Assets (including the Assigned Contracts) to the New LLC, and shall be free and clear of all Liens except any Permitted Liens and Assumed Liabilities under the MIPA. Upon such transfer, the New LLC shall take title to and possession of the Acquired Assets (including the Assigned Contracts) subject only to the Permitted Liens and Assumed Liabilities. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the

Acquired Assets (including the Assigned Contracts) shall be free and clear of (a) any and all Liens except for Permitted Liens, and (b) all interests, liabilities, obligations or claims, including, without limitation, all “claims” within the meaning of section 101(5) of the Bankruptcy Code and any claims pursuant to any successor or successor-in-interest liability, control group liability or consolidated group liability theory; provided, however, that the New LLC shall not be relieved of liability with respect to the Assumed Liabilities, including any obligations accruing under the Assigned Contracts from and after the Closing. All Liens shall attach to either, as applicable (i) the intercompany payable from Selling Debtor to Calpine on account of the transfer of the Additional Real Property and the Additional Real Property Farming Lease, or (ii) the membership interests in the New LLC with the same validity, priority, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Selling Debtor, Calpine and their respective estates may possess with respect thereto.

9. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Selling Debtor is authorized to transfer the Purchased Interests on the Closing Date. Such Purchased Interests shall be transferred to the Purchaser upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Interests and, upon the Selling Debtor’s receipt of the Purchase Price, shall be free and clear of all Liens except any Permitted Liens and Assumed Liabilities under the MIPA. Upon the Closing, the Purchaser shall take title to and possession of the Purchased Interests subject only to the Permitted Liens and Assumed Liabilities. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Purchased Interests shall be free and clear of (a) any and all Liens except for Permitted Liens, and (b) all interests, liabilities, obligations or claims, including, without limitation, all “claims” within the meaning of section 101(5) of the Bankruptcy Code

and any claims pursuant to any successor or successor-in-interest liability, control group liability or consolidated group liability theory. All Liens shall attach solely to the proceeds of the Sale with the same validity, priority, force and effect that they will have as against the membership interests in the New LLC (pursuant to paragraph 8 above), subject to any claims and defenses the Selling Debtor, Calpine and their respective estates may possess with respect thereto.

10. Except as expressly permitted or otherwise specifically provided by the MIPA or this Order, all persons and entities holding Liens or interests in all or any portion of the Acquired Assets or the Purchased Interests (other than Permitted Liens and the Assumed Liabilities) arising under or out of, in connection with, or in any way relating to the Selling Debtor, Calpine, the Acquired Assets, the Purchased Interests, the operation of the Selling Debtor's business prior to the Closing Date, the transfer of the Acquired Assets to New LLC or the transfer of the Purchased Interests to Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against New LLC, the Purchaser or its successors or assigns, their property, the Acquired Assets, the Purchased Interests, such persons' or entities' Liens or interests in and to the Acquired Assets or the Purchased Interests. On the Closing Date, each creditor is authorized to execute such documents and take all other actions as may be necessary to release Liens (except Permitted Liens) on the Acquired Assets or the Purchased Interests, if any, as provided for herein, as such Liens may have been recorded or may otherwise exist.

11. Any amounts that may become payable by the Selling Debtor to the Purchaser or a third party in accordance with the terms of the MIPA shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

12. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Selling Debtor to transfer the Acquired Assets to New LLC or to sell and transfer the Purchased Interests to the Purchaser, in each case in accordance with the terms of the MIPA and this Order.

13. All persons and entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to New LLC or its assignee at the Closing, and all persons and entities that are in possession of some or all of the Purchased Interests on the Closing Date are directed to surrender possession of such Purchased Interests to the Purchaser or its assignee at the Closing.

14. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of the Liens and other encumbrances of record except the Permitted Liens.

15. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Acquired Assets or the Purchased Interests shall not have delivered to the Selling Debtor or Calpine, as applicable, prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens or interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets or the Purchased Interests, the Selling Debtor and Calpine are hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets or the Purchased Interests.

16. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the MIPA.

Assigned Contracts

17. The Selling Debtor and Calpine, as applicable, are authorized, and directed at the Closing, to assume and assign each of the Assigned Contracts to the Selling Debtor or the New LLC, as applicable, free and clear of all Liens. The payment of the applicable Cure Amounts (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default, and (c) together with the assumption of the Assigned Contracts by the Selling Debtor or the New LLC, as applicable, constitute adequate assurance of future performance thereof. The Selling Debtor and the New LLC, as applicable, shall then have assumed the Assigned Contracts and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Selling Debtor and Calpine, as applicable, of such Assigned Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts, neither the Selling Debtor, Calpine, the New LLC nor the Purchaser shall have any further liabilities to the non-Debtor parties to the Assigned

Contracts other than the New LLC's obligations under the Assigned Contracts that become due and payable on or after the Closing Date.

18. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Agreement, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Selling Debtor and Calpine, as applicable, and assignment to the Selling Debtor or the New LLC, as applicable, of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Selling Debtor and the New LLC, as applicable, shall be fully and irrevocably vested with all right, title and interest of the Selling Debtor and Calpine, as applicable, under the Assigned Contracts.

19. Upon the Closing and the payment of the relevant Cure Amounts, if any, the Selling Debtor and the New LLC shall be deemed to be substituted for the Selling Debtor or Calpine, as applicable, as a party to the applicable Assigned Contracts and the Selling Debtor and Calpine shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

20. Upon the payment of the applicable Cure Amount, if any, and subject to the terms of the stipulation of the parties to any Assigned Contract filed with the Court, if any, (a) each Assigned Contract shall constitute a valid and existing interest in the property subject to such Assigned Contract, (b) none of the Selling Debtor's or Calpine's rights will have been released or waived under any such Assigned Contracts, (c) the Assigned Contracts will remain in full

force and effect, and (d) no default shall exist under the Assigned Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

21. The Purchaser has provided adequate assurance of its and/or the New LLC's future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

22. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the New LLC, the Purchaser, Calpine or the Selling Debtor as a result of the assumption and assignment of the Assigned Contracts.

23. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all parties to the Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Selling Debtor, the New LLC or Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

Other Provisions

24. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the New LLC, the Purchaser, its successors and assigns, the Acquired Assets or the Purchased Interests, with respect to any (a) Lien (other than a Permitted Lien) or interest arising under, out of, in connection with or in any way relating to the Debtors, the New LLC, the Purchaser, the Acquired Assets, the Purchased Interests, or the operation of the Acquired Assets prior to the Closing of the Sale, or (b) successor liability, including, without

limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the New LLC, the Purchaser, their successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the New LLC, the Purchaser, their successors, assets or properties; (iii) creating, perfecting or enforcing any Lien or other encumbrance against the New LLC, the Purchaser, their successors, assets or properties; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the New LLC, the Purchaser or their successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

25. Except for the Permitted Liens and the Assumed Liabilities or as otherwise expressly provided for in this Order or the MIPA, neither the New LLC nor the Purchaser shall have any liability or other obligation of the Selling Debtor or Calpine arising under or related to any of the Acquired Assets or the Purchased Interests. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the MIPA, neither the New LLC nor the Purchaser shall be liable for any claims against the Selling Debtor, Calpine or any of their predecessors or affiliates, and neither the New LLC nor the Purchaser shall have any successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Selling Debtor and Calpine or

any obligations of the Selling Debtor and Calpine arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing. The Purchaser has given substantial consideration under the MIPA for the benefit of the holders of Liens. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser or the New LLC, which releases shall be deemed to have been given in favor of the Purchaser and the New LLC by all holders of Liens against or interests in the Selling Debtor, Calpine, any of the Acquired Assets or the Purchased Interests.

26. The transactions contemplated by the MIPA are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transfers and the Sale shall not affect the validity of the Transfers or the Sale (including the assumption and assignment of the Assigned Contracts), unless such authorization and the Transfers and the Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

27. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) these chapter 11 cases, (ii) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (iii) any related proceeding subsequent to entry of this Order, shall conflict with, derogate from, or affect in any manner, the provisions of the MIPA or the terms of this Order.

28. Nothing in this Order or the MIPA approves or provides for the transfer to Purchaser of any avoidance claims (whether under chapter 5 of the Bankruptcy Code or otherwise) of the Debtors' estates.

29. The Debtors are authorized to pay to the State of Washington, Department of Revenue, on or before the Closing, the amount of \$373,680.00 (the "Tax Payment") in full and complete satisfaction of a disputed sales and use tax, for which the State of Washington, Department of Revenue has filed proofs of claim against the Selling Debtor, Claim Nos. 1229 and 1230. Upon payment of the Tax Payment to the State of Washington, Department of Revenue, Claim Nos. 1229 and 1230 against the Selling Debtor shall be disallowed in their entirety and expunged.

30. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

31. There are no brokers involved in consummating the Sale and no brokers' commissions are due.

32. The failure specifically to include any particular provision of the TCA or the MIPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the TCA and the MIPA be authorized and approved in their respective entireties.

33. The TCA and the MIPA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

34. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the MIPA and the TCA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Selling Debtor and/or Calpine are a party or which has been assigned by the Selling Debtor or Calpine to the New LLC or the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

35. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. The requirement set forth in Local Rule 9013-1(b) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Sale Motion or otherwise waived.

37. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these chapter 11 cases, the terms of this Order shall govern.

DATE: February __, 2007

SO ORDERED:

UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Calpine Corporation, et al.,

Debtors.

)
)
) Chapter 11
)
) Case No. 05-60200 (BRL)
) Jointly Administered
)

**ORDER (A) APPROVING BIDDING PROCEDURES AND OVERBID PROTECTIONS
IN CONNECTION WITH THE SALE OF THE GOLDENDALE FACILITY, (B)
APPROVING THE FORM AND MANNER OF NOTICE; (C) SCHEDULING AN
AUCTION AND SALE HEARING; AND (D) APPROVING PROCEDURES FOR
DETERMINING CURE AMOUNTS**

THIS MATTER is before the Court on the motion (the “Motion”)¹ [Docket No. ____] dated November __, 2006, of Goldendale Energy Center, LLC (the “Selling Debtor”) and Calpine Corporation (“Calpine”) for entry of an order, among other things: (i) establishing bidding procedures to sell the Purchased Interests (the “Bidding Procedures”); (ii) approving certain bid protections in connection therewith; (iii) scheduling an auction to sell the Purchased Interests (the “Auction”); (iv) scheduling the Sale Hearing; (v) approving the form and manner of notice of the Sale, the Bidding Procedures, the Auction and the Sale Hearing; (vi) establishing procedures for determining cure amounts in connection with the assumption and assignment of executory contracts and unexpired leases; and (vii) granting other related relief. After due deliberation and having determined that the relief requested in the Motion is in the best interests of the Selling Debtor, Calpine and their respective estates,

¹ Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Membership Interests Purchase Agreement, dated as of November __, 2006 (the “MIPA”), by and between the Selling Debtor and Puget Sound Energy, Inc. (the “Purchaser”) and the Motion, as applicable.

THE COURT HEREBY FINDS THAT:²

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested herein are sections 105(a), 363(b) and (f), 365, 503 and 507 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002(a)(2), 6004(a), (b), (c), (e) and (f), 6006(a) and (c), 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

C. Notice of the Motion, having been given to (i) the United States Trustee for the Southern District of New York; (ii) counsel to the Creditors’ Committee; (iii) counsel to the administrative agents for the Debtors’ prepetition secured lenders; (iv) counsel to the ad hoc committee; (v) the indenture trustees pursuant to the Debtors’ secured indentures; (vi) counsel to the Debtors’ postpetition lenders; (vii) counsel to the Equity Committee; (viii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (ix) the Purchaser and its counsel; (x) all persons or entities known or reasonably believed to have asserted a Lien on any of the Acquired Assets or the Purchased Interests; (x) the counterparties to each of the Assigned Contracts; and (xi) all persons or entities known or reasonably believed to have expressed an interest in acquiring the Acquired Assets, is sufficient in light of the circumstances and the nature of the relief requested herein.

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. The Selling Debtor and Calpine have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sales process, including, without limitation, (i) approval of the Bidding Procedures and, under the circumstances described herein, the Break-Up Fee; (ii) determination of final Cure Amounts (as defined below) in the manner described herein; and (iii) approval and authorization to serve the Sale Notice (as defined below).

E. The Break-Up Fee to be paid under the circumstances described herein and in the MIPA to the Purchaser is (i) an actual and necessary cost and expense of preserving the Selling Debtor's estate within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) commensurate to the real and substantial benefit conferred upon the Selling Debtor's estate by the Purchaser, (iii) reasonable and appropriate, in light of the size and nature of the proposed sale transaction and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by the Purchaser, and (iv) necessary to induce the Purchaser to continue to pursue the sale transaction and to continue to be bound by the MIPA.

F. The Break-Up Fee also induced the Purchaser to submit a bid that will serve as a minimum floor bid on which the Selling Debtor, its creditors and other bidders may rely. The Purchaser has provided a material benefit to the Selling Debtor and its creditors by increasing the likelihood that the best possible price for the Purchased Interests will be received. Accordingly, the Bidding Procedures and the Break-Up Fee are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Selling Debtor's estate.

G. The Sale Notice (annexed hereto as **Exhibit B**) is reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing and the Auction.

H. The Sale Notice, together with the Motion (to the extent such Motion seeks approval of the sale transactions and the assumption and assignment of the Assigned Contracts contemplated in the MIPA, the “Sale Motion”), are reasonably calculated to provide all counterparties to the Assigned Contracts with proper notice of the potential assumption and assignment of their executory contract or unexpired lease and any Cure Amounts (as defined below) relating thereto.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Bidding Procedures, substantially in the form attached hereto as **Exhibit A**, are hereby approved. The Selling Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.
2. All objections to the relief requested in the Motion relating to the sales process that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled except as otherwise set forth herein.
3. The Sale Notice, substantially in the form attached hereto as **Exhibit B**: (a) is hereby approved; and (b) shall be served within five (5) business days of entry of this Order, upon (i) the United States Trustee for the Southern District of New York; (ii) counsel to the Creditors’ Committee; (iii) counsel to the administrative agents for the Debtors’ prepetition secured lenders; (iv) counsel to the ad hoc committee; (v) the indenture trustees pursuant to the Debtors’ secured indentures; (vi) counsel to the Debtors’ postpetition lenders; (vii) all known creditors of the Selling Debtor as identified in Schedules D through G of the Selling Debtor’s Schedules of Assets and Liabilities and any other party that has filed a proof of claim against the Selling Debtor; (viii) the Securities and Exchange Commission; (ix) all taxing authorities having jurisdiction over any of the Acquired Assets or the Purchased Interests, including the Internal Revenue Service and the

Department of Revenue of the State of Washington; (x) any pension fund or multiemployer pension plan to which the Debtors have made contributions; (xi) the United States Department of Justice; (xii) counsel to the Equity Committee; (xiii) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (xiv) the Purchaser and its counsel; (xv) all persons or entities known or reasonably believed to have asserted a Lien on any of the Acquired Assets or the Purchased Interests; (xvi) the counterparties to each of the Assigned Contracts; (xvii) all persons or entities known or reasonably believed to have expressed an interest in acquiring the Acquired Assets; (xviii) the Attorney General in the State where the Acquired Assets are located; (xix) the United States Environmental Protection Agency; (xx) the Washington Department of Ecology; (xxi) all persons or entities known or reasonably believed to have asserted a claim or interest related to the Additional Real Property or the Additional Real Property Farming Lease; (xxii) all parties in the action Estate of Jones v. Calpine Corp. filed on June 11, 2003 in the United States District Court for the Western District of Washington, including the estates of Darrell Jones and Cynthia Jones; and (xxiii) all parties that have provided credit support on behalf of the Selling Debtor.

4. The Sale Notice shall, among other things (i) identify the potential Assigned Contracts, (ii) specify the Cure Amounts necessary to assume and assign such Assigned Contracts in accordance with the MIPA, and (iii) state that failure to timely object to the proposed assumption and assignment and/or the Cure Amount shall constitute deemed consent to such assumption and assignment and Cure Amount.

5. On or before ten (10) business days of entry of this Order, the Selling Debtor shall publish the Publication Notice, substantially in the form of Exhibit C attached hereto, in the National Edition of The Wall Street Journal and The Seattle Times.

6. As further described in the Bidding Procedures, the Selling Debtor shall conduct the Auction on February 5, 2007, if a Qualifying Bid (as defined in the Bidding Procedures) is timely received.

7. The Break-Up Fee as set forth in the MIPA is hereby approved. If the Purchaser becomes entitled to receive the Break-Up Fee in accordance with the terms of the MIPA, then the Purchaser shall be, and hereby is, granted an allowed administrative claim in the Selling Debtor's chapter 11 case in an amount equal to the Break-Up Fee, under sections 503(b) and 507(a)(2) of the Bankruptcy Code and such Break Up Fee shall be paid upon consummation, and from the proceeds, of the Alternative Transaction.

8. The Break-Up Fee shall be the exclusive remedy of Purchaser and its Affiliates for any termination of the MIPA pursuant to Section 13.5 of the MIPA. In no event shall the Selling Debtor or any of its respective Affiliates or Related Persons have any liability with respect to the Purchaser or any other Person under the MIPA in excess of the Break-Up Fee in the event that the MIPA terminates pursuant to Section 13.5 of the MIPA, and any claim, right or cause of action by the Purchaser or any other Person against the Selling Debtor or their respective Affiliates or Related Persons in excess of the applicable Break-Up Fee shall be deemed, and is hereby, fully waived, released and forever discharged.

9. In no event shall either Party or their respective Affiliates have any liability to the other party or any other Person for any special, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, consequential or punitive shall be deemed, and is hereby, waived, released and forever discharged.

10. The Selling Debtor is authorized and directed, without further action or order by the Court, to pay the Break-Up Fee in accordance with the terms and conditions of the MIPA and this Order.

11. No person or entity, other than the Purchaser, shall be entitled to any expense reimbursement, break-up fee, “topping,” termination or other similar fee or payment.

12. Any counterparty to an Assigned Contract that wishes to obtain adequate assurance information regarding other bidders that will or may participate at the Auction (other than the Purchaser) must notify the Selling Debtor in writing, c/o Kelly K. Frazier, Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, CA 90017, on or before January 15, 2007 (the “Request for Adequate Assurance”). The Request for Adequate Assurance must include an email and/or address to which a response to such information request can be sent.

13. If a counterparty to an Assigned Contract does not (i) properly object to the applicable Cure Amounts and/or adequate assurance of future performance by the Purchaser on or before January 29, 2007 (the “Cure Objection Deadline”); (ii) set forth a specific default in any executory contract or unexpired lease; and (iii) claim a specific monetary amount that differs from the amount (if any) specified by the Selling Debtor and Calpine in the Sale Notice, the Court shall enter an order deeming the amount set forth in the Sale Notice to be the actual Cure Amount payable under section 365 of the Bankruptcy Code and forever barring such counterparty from objecting to adequate assurance of future performance if the Purchaser is the successful bidder and to the Cure Amounts and from asserting any additional cure or other amounts against the Debtors, their estates, New LLC and the Purchaser with respect to its executory contract(s) or unexpired lease(s).

14. If a counterparty to an Assigned Contract timely submits a Request for Adequate Assurance, the Selling Debtor shall serve such counterparty with any non-confidential information relating to adequate assurance received by the Selling Debtor as provided in the Bidding Procedures by email and/or overnight delivery on January 30, 2007. A counterparty to an Assigned Contract that timely submits a Request for Adequate Assurance shall have until 5:00 pm (prevailing Eastern Time) on February 2, 2007 by which to file an objection to adequate assurance of future performance by other bidders (other than the Purchaser).

15. If the Purchaser is not the successful bidder at the Auction and if a counterparty to an Assigned Contract does not timely submit a Request for Adequate Assurance and does not timely object to adequate assurance of future performance by other bidders on or before February 2, 2007, the Court may enter an order forever barring such counterparty from objecting to adequate assurance of future performance.

16. Except as may otherwise be agreed to by the parties to an Assigned Contract, at or prior to the Closing, the Selling Debtor and Calpine, as applicable (directly or through Purchaser), shall cure those defaults under the Assigned Contracts that need to be cured in accordance with section 365(b) of the Bankruptcy Code, by (a) payment of the undisputed Cure Amounts, and/or (b) reserving amounts with respect to the disputed Cure Amounts.

17. Objections, if any, to the proposed assumption and assignment of the Assigned Contracts, including, but not limited to, objections relating to the Cure Amount and/or adequate assurances of future performance, must (a) be in writing; (b) state with specificity the nature of such objection and the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with this Court and served upon (so as to be received by) the following

parties (collectively, the “Notice Parties”) on or before 4:00 p.m. (prevailing Eastern time) on January 29, 2007: (a) counsel to the Debtors, Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, CA 90017, Attn.: Bennett L. Spiegel, Kelly K. Frazier; (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn.: Paul Schwartzberg, Esq., (c) counsel to the Unofficial Committee of Second Lien Debtholders, Paul Weiss Rifkind Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attn.: Alan W. Kornberg, Andrew N. Rosenberg, Elizabeth R. McColm; (d) counsel to the Official Committee of Unsecured Creditors, Akin Gump Strauss Hauer & Feld LLP, 590 Madison Avenue, New York, New York 10022-2524, Attn.: Michael S. Stamer, Philip C. Dublin, Alexis Freeman; (e) counsel to the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, Attn.: Matthew Gluck; and (f) counsel to the Purchaser, LeBoeuf Lamb Greene & MacRae LLP, 125 West 55th Street, New York, New York, Attention: John G. Klauberg.

18. Any party failing to timely file an objection to the Cure Amounts set forth in the Sale Notice or the proposed assumption and assignment of the Assigned Contracts shall be forever barred from objecting to the Cure Amounts and from asserting any additional cure or other amounts against the Debtors, their estates, New LLC and the Purchaser with respect to its executory contract(s) or unexpired lease(s) and will be deemed to consent to the Sale and the proposed assumption and assignment of its executory contract(s) or unexpired lease(s).

19. Where a party to an Assigned Contract files a timely objection asserting a higher cure amount than the Cure Amount and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid under section 365 of the Bankruptcy Code with

respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Assigned Contracts will be heard at the Sale Hearing.

20. The Sale Hearing will be conducted on February 7, 2007 at 10:00 a.m. (prevailing Eastern time). The Selling Debtor will seek the entry of an order of this Court at the Sale Hearing approving and authorizing the Sale to the Purchaser or the highest and best offer at the Auction, as applicable, on terms and conditions consistent with the MIPA, as may be amended and modified. The Sale Hearing may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the Sale Hearing.

21. Objections, if any, to the relief requested in the Sale Motion must: (a) be in writing and filed with this Court; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules; and (c) be served upon (such as to be **received** by) the Notice Parties **on or before 4:00 p.m. (prevailing Eastern time) on January 29, 2007**. The Committees reserve their rights, and shall hereby be permitted, to file supplemental objections with respect to issues arising from and in connection with the Auction proceedings by no later than 5:00 p.m. (prevailing Eastern time) on February 6, 2007.

22. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

24. The requirement set forth in Local Rule 9013-1(b) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

25. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Order shall govern.

26. This Court shall retain jurisdiction to resolve any dispute relating to the interpretation of the terms and conditions of the MIPA and this Order. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

DATE: December __, 2006

UNITED STATES BANKRUPTCY JUDGE

BIDDING PROCEDURES

These Bidding Procedures set forth the process by which Goldendale Energy Center, LLC (the "Selling Debtor") is authorized to conduct a sale by auction (the "Auction") of all of the membership interests (the "Purchased Interests") in a limited liability company (the "New LLC") to be wholly owned by the Selling Debtor and which will be formed immediately prior to the closing as contemplated under that certain Membership Interests Purchase Agreement, dated November __, 2006 (the "MIPA"), between the Selling Debtor and Puget Sound Energy, Inc. (the "Proposed Purchaser"). These Bidding Procedures were approved by order dated December [6], 2006 (the "Bidding Procedures Order"), of the United States Bankruptcy Court for the Southern District of New York (the "Court") (in which the Selling Debtor's and certain of its affiliates' jointly administered chapter 11 bankruptcy cases, Case No. 05-60200 (BRL), are pending) pursuant to the motion of the Selling Debtor and Calpine Corporation for an order, among other things: (a) approving bidding procedures and overbid protections in connection with the sale of the Purchased Interests, (b) approving the form and manner of the sale notice and bidding procedures notice, (c) scheduling a sale hearing date, and (d) approving procedures for determining cure amounts in connection with the assumption and assignment of executory contracts and unexpired leases. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the MIPA. Any party desiring to obtain a copy of the MIPA may do so by contacting Selling Debtor's counsel at Kirkland & Ellis LLP, 777 South Figueroa Street, Los Angeles, CA 90017, Attn: Kelly K. Frazier, Esq.

1. Assets to be Sold

The Selling Debtor provides these Bidding Procedures, whereby prospective bidders, if any, may qualify for and participate in the Auction, thereby competing to make the highest and best offer for the Purchased Interests, as identified in further detail in the MIPA, or substantially all of the assets of the Selling Debtor's business (as further identified and defined in the MIPA, the "Acquired Assets").

2. Confidentiality Agreements

Upon execution of a confidentiality agreement, in form and substance satisfactory to the Selling Debtor, any party that wishes to conduct due diligence on the Purchased Interests may be granted access to all material information that has been or will be provided to the Proposed Purchaser and other bidders.

3. Determination of "Qualifying Bidder" Status

In order to participate in the bidding process and be deemed a "Qualifying Bidder," each potential bidder other than the Proposed Purchaser must deliver to the Selling Debtor, with copies to the Official Committee of Unsecured Creditors, the Official Committee of Equity Security Holders and the Unofficial Committee of Second Lien Debtholders (collectively, the "Committees"), a written offer or group of offers **so as to be received by no later than 5:00 p.m. (prevailing Eastern time) on January 29, 2007** that:

- (a) states such Qualifying Bidder offers to purchase the Purchased Interests upon the terms and conditions substantially as set forth in the MIPA or pursuant to an

alternative structure that the Selling Debtor determines, after consultation with the Committees, is no less favorable than the terms and conditions of the MIPA;

- (b) states such Qualifying Bidder is prepared to enter into a legally binding purchase and sale agreement or similar agreement for the acquisition of the Purchased Interests or the Acquired Assets on terms and conditions no less favorable to the Selling Debtor than the terms and conditions contained in the MIPA (as determined by the Selling Debtor in its reasonable business judgment in consultation with the Committees), including, without limitation, the purchase of the Purchased Interests or the Acquired Assets and assumption of the Assumed Liabilities;
- (c) be accompanied by a clean and duly executed MIPA (the “Modified MIPA”) and a marked Modified MIPA reflecting the variations from the MIPA executed by the Proposed Purchaser;
- (d) states such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified MIPA;
- (e) states such Qualifying Bidder’s offer is irrevocable until the closing of the purchase of the Purchased Interests if such Qualifying Bidder is the Prevailing Purchaser or the Back-up Bidder (as defined below);
- (f) contains such financial and other information that will allow the Selling Debtor, in consultation with the Committees, to make a reasonable determination as to the Qualifying Bidder’s financial and other capabilities to consummate the transactions contemplated by the Modified MIPA, including, without limitation, such financial and other information setting forth adequate assurance of future performance under section 365 of the Bankruptcy Code in a form requested by the Selling Debtor to allow the Selling Debtor to serve within 1 business day after such receipt such information on counter-parties to any contracts or leases being assigned in connection with the proposed sale that have requested, in writing, such information;
- (g) identifies with particularity each and every executory contract and unexpired lease, the assumption and assignment of which is a condition to closing;
- (h) does not request or entitle the bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- (i) fully discloses the identity of each entity that will be bidding for the Purchased Interests or otherwise participating in connection with such bid, and the complete terms of any such participation;
- (j) results in a value to the Selling Debtor, in the Selling Debtor’s reasonable judgment after consultation with its financial and legal advisors and the Committees, that is more than the aggregate of the value of the sum of: (A) the

Purchase Price (as defined in the MIPA), plus (B) the amount of the Break-Up Fee; plus (C) \$1,100,000;

- (k) (A) does not contain any due diligence or financing contingencies of any kind; and (B) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Purchased Interests, which evidence is reasonably satisfactory to the Selling Debtor in consultation with the Committees;
- (l) includes evidence of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified MIPA; and
- (m) is accompanied by a cash deposit in the amount of \$7,800,000.

A competing bid meeting the above requirements shall constitute a "Qualifying Bid." The Selling Debtor shall make a determination, in consultation with the Committees, regarding whether a bid is a Qualifying Bid and shall notify bidders whether their bids have been determined to be qualified by no later than **5:00 p.m. (prevailing Eastern time) on February 2, 2007**. The Proposed Purchaser is deemed a Qualifying Bidder and the MIPA constitutes a Qualifying Bid for all purposes.

4. Bid Deadline

All Qualified Bids must be submitted to (i) Rick Thomas, Calpine Corporation, 3275 Hopyard Road, Pleasanton, California 94588; (ii) Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022-4611, Attention: Adam Phillips; (iii) Akin Gump Strauss Hauer & Feld LLP, 590 Madison Avenue, New York, New York 10022, Attention: Philip C. Dublin; (iv) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attention: Andrew Rosenberg; and (v) Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, Attention: Gary Kaplan, so as to be received **by no later than 5:00 p.m. (prevailing Eastern time) on or before January 29, 2007** (the "Bid Deadline").

5. Evaluation of Qualifying Bids

Prior to the Auction, the Selling Debtor shall determine, in its reasonable judgment after consultation with the Selling Debtor's financial and legal advisors and the Committees, which of the Qualifying Bids is likely to result in the highest and best value to the Selling Debtor.

6. No Qualifying Bids

If no timely, conforming Qualifying Bids are submitted by the Bid Deadline, the Selling Debtor shall not hold an Auction and instead shall request at the Sale Hearing that the Court approve the MIPA with the Proposed Purchaser.

7. Auction

In the event that the Selling Debtor timely receives one or more Qualifying Bids other than the MIPA, the Selling Debtor shall conduct an Auction with respect to the Purchased Interests. The Auction will take place starting at **10:00 a.m. (prevailing Eastern time) on February 5, 2007** at Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, NY 10022-4611, or at such other place, date and time as may be designated in writing by the Selling Debtor. Subject to paragraph 11 below, the Auction shall be governed by the following procedures:

- (i) Only the Proposed Purchaser and the Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- (ii) Each Qualifying Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the sale;
- (iii) The Proposed Purchaser and the Qualifying Bidders shall appear in person at the Auction, or through a duly authorized representative;
- (iv) Bidding shall commence at the amount of the highest Qualifying Bid submitted by the Qualifying Bidders prior to the Auction;
- (v) Qualifying Bidders may then submit successive bids in increments of at least \$500,000 higher than the bid at which the Auction commenced and then continue in minimum increments of at least \$500,000 higher than the previous bid; provided that the Selling Debtor, in consultation with the Committees, shall retain the right to modify the bid increment requirements at the Auction;
- (vi) The Proposed Purchaser shall be entitled to include as part of any and all of its subsequent bids a credit for the amount of the Break-Up Fee;
- (vii) The Auction will be conducted openly and each bidder will be informed of the terms of the previous bid;
- (viii) All Qualifying Bidders shall have the right to submit additional bids and make additional modifications to the MIPA or Modified MIPA, as applicable, at the Auction, provided that any such modifications to the MIPA, on an aggregate basis and viewed in whole, shall not be less favorable to the Selling Debtor; and
- (ix) The Auction shall continue until there is only one offer that the Selling Debtor determines, in consultation with the Committees and subject to Court approval, is the highest and best offer from among the Qualifying Bidders and the Proposed Purchaser submitted at the Auction (the "Prevailing Bid"). In making this decision, the Selling Debtor, in consultation with the Committees, shall consider, without limitation, the amount of the purchase price, the form of consideration being offered, the

likelihood of the bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the MIPA requested by each bidder, and the net benefit to the Debtors' estates taking into account the Proposed Purchaser's right to the Break-Up Fee. The bidder submitting such Prevailing Bid shall become the "Prevailing Bidder," and shall have such rights and responsibilities of the purchaser, as set forth in the applicable Modified MIPA. Within 1 day after adjournment of the Auction, the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. Absent irregularities in the conduct of the Auction, or reasonable and material confusion during the bidding, the results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

8. Sale Hearing

The Prevailing Bid (or the MIPA, if no Qualifying Bid other than that of the Proposed Purchaser is received or accepted) will be subject to approval by the Bankruptcy Court. Please be advised that the hearing (the "Sale Hearing") to approve the sale of the Purchased Interests or the Acquired Assets, as applicable, to the Prevailing Bidder (or to Proposed Purchaser, if no Qualifying Bid other than that of the Proposed Purchaser is received or accepted) will take place on **February 7, 2007 at 10:00 a.m. (prevailing Eastern time)**, or at such time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

9. Failure to Consummate Purchase

If an Auction is conducted, the party with the next highest or otherwise best Qualifying Bid (including for this purpose the Proposed Purchaser), as determined by the Selling Debtor, in consultation with the Committees, in the exercise of its business judgment, at the Auction shall be required to serve as a back-up bidder (the "Back-up Bidder") and keep such bid open and irrevocable until the earlier of 5:00 p.m. (prevailing Eastern time) on the date which is seventy-five (75) days after the date of the Sale Hearing (the "Outside Back-up Date") or the closing of the sale transaction with the Prevailing Purchaser. Following the Sale Hearing, if the Prevailing Purchaser fails to consummate an approved Sale because of a breach or failure to perform on the part of such Prevailing Purchaser, the Back-up Bidder will be deemed to be the new prevailing bid, and the Selling Debtor will be authorized, but not required, to consummate the Sale with the Back-up Bidder without further order of the Bankruptcy Court upon at least 24 hours notice to the Committees, provided, however, that if the Proposed Purchaser is the Back-up Bidder, the Selling Debtor shall be required to consummate the Sale to the Back-up Bidder. In such case, the defaulting Prevailing Purchaser's deposit, if any, shall be forfeited to the Selling Debtor and parties in interest, and the Selling Debtor specifically reserves the right to seek all available damages from the defaulting Prevailing Purchaser.

Except as otherwise provided herein, all deposits shall be returned to each bidder not selected by the Selling Debtor in accordance with the above procedures as the Prevailing Purchaser or the Back-up Bidder by no later than the fifth (5th) business day following the conclusion of the Auction. The deposit of the Back-up Bidder shall be held by the Selling Debtor until the earlier of 24 hours after (a) the closing of the sale transaction with the Prevailing Purchaser and (b) the Outside Back-up Date.

10. Reservation of Rights; Deadline Extension

The Selling Debtor reserves its rights, in the exercise of its fiduciary obligations, in consultation with the Committees, to modify the Bidding Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Purchased Interests, including, without limitation, extending the deadlines set forth in the Auction procedures, modifying bidding increments, adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice, withdrawing from the Auction the Purchased Interests at any time prior to or during the Auction or canceling the Auction, and rejecting all Qualifying Bids if, in the Selling Debtor's business judgment, no such bid is for a fair and adequate price. Each of the foregoing actions shall be made in consultation with the Committees. Notwithstanding the forgoing, (a) the Selling Debtor may not impair or modify the Proposed Purchaser's rights and obligations under the MIPA or the Proposed Purchaser's right to credit the Break-Up Fee as part of any subsequent bids or, (b) in the event the Selling Debtor elects to withdraw from the Auction the Purchased Interests, or to cancel the Auction or reject all Qualifying Bids, the Selling Debtor shall be obligated to request at the Sale Hearing that the Court approve the MIPA with the Proposed Purchaser.

Dated: December ___, 2007

KIRKLAND & ELLIS LLP
Bennett L. Spiegel (CA Bar No. 129558)
Kelly K. Frazier (CA Bar No. 212527)
777 South Figueroa Street
Los Angeles, CA 90017
Telephone: (213) 680-8400
Facsimile: (213) 680-8500

Counsel for the Debtors
and Debtors in Possession

Exhibit D

**FORM OF
TRANSFER AND CONTRIBUTION AGREEMENT**

THIS TRANSFER AND CONTRIBUTION AGREEMENT (this “Agreement”), is effective as of _____ (the “Effective Date”), and is by and between Calpine Corporation, a Delaware corporation (“Calpine”), Goldendale Energy Center, LLC, a Delaware limited liability company (“Goldendale”), and [____], a Delaware limited liability company (“Contributee”). Capitalized terms not defined herein shall have the meanings given to them in the Purchase Agreement (defined below).

Recitals:

WHEREAS, Goldendale and Puget Sound Energy, Inc., a Washington corporation, are parties to that certain Membership Interests Purchase Agreement, dated as of November 3, 2006 (the “Purchase Agreement”), pursuant to which, among other things, Goldendale has agreed to contribute to Contributee all of Goldendale’s right, title and interest in and to the Acquired Assets, all as more fully provided in the Purchase Agreement;

WHEREAS, Calpine owns the Additional Real Property and the Additional Real Property Entitlements and is party to the Additional Real Property Farming Lease, all of which are part of the Acquired Assets under the Purchase Agreement;

WHEREAS, Goldendale owns all of the issued and outstanding membership interests in and to Contributee;

WHEREAS, Calpine now desires to transfer, convey and assign all of Calpine’s right, title and interest in and to the Additional Real Property, the Additional Real Property Entitlements and the Additional Real Property Farming Lease to Goldendale; and

WHEREAS, Goldendale now desires to make a capital contribution to Contributee by contributing to Contributee all of Goldendale’s right, title and interest in and to the Acquired Assets (including the Additional Real Property, the Additional Real Property Entitlements and the Additional Real Property Farming Lease that will be conveyed by Calpine to Goldendale), and Contributee desires to assume and agree to be bound by the Assumed Liabilities with respect to the Acquired Assets and, prior to the Closing, to be subject to all of the restrictions to which Goldendale is subject under the terms of the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Calpine, Goldendale and Contributee do hereby agree as follows:

Agreements:

1. Transfer and Contribution of the Acquired Assets. Effective as of the Effective Date, in sequence:

- a. Calpine hereby sells, grants, assigns, transfers, conveys and delivers to Goldendale, for good and valuable consideration, all of Calpine's right, title and interest in and to (i) the Additional Real Property, (ii) the Additional Real Property Entitlements and (iii) the Additional Real Property Farming Lease, free and clear of all Liens (other than Permitted Liens), and Goldendale hereby accepts the sale, grant, assignment, transfer, conveyance and delivery of all of Calpine's right, title and interest in and to the Additional Real Property, the Additional Real Property Entitlements and the Additional Real Property Farming Lease. As evidence of the foregoing, Calpine has executed herewith a Special Warranty Deed in the form attached to the Purchase Agreement as Exhibit E thereto and containing a legal description of the Additional Real Property. As consideration for such transfer, Goldendale hereby provides an intercompany payable to Calpine in the aggregate amount of \$_____, which purchase price reflects the estimated fair market value for the Additional Real Property, the Additional Real Property Entitlements and the Additional Real Property Farming Lease.
 - b. Goldendale hereby grants, transfers, conveys, delivers, contributes and assigns to Contributor and its successors and permitted assigns all of Goldendale's right, title and interest in and to the Acquired Assets (including the Additional Real Property, the Additional Real Property Entitlements and the Additional Real Property Farming Lease), free and clear of all Liens other than Permitted Liens, to have and to hold forever. As evidence of the foregoing, Goldendale has executed herewith (i) a Bill of Sale in the form attached hereto as Attachment 1 and (ii) a Special Warranty Deed in the form attached to the Purchase Agreement as Exhibit E thereto and containing a legal description of all of the Real Property.
2. Acceptance of Contribution and Assumption of Liabilities. Contributor hereby accepts the Acquired Assets, assumes and agrees to be bound by the Assumed Liabilities from and after the Effective Date and, for the period prior to the Closing, to be subject to all of the restrictions to which Goldendale is subject under the terms of the Purchase Agreement as if Contributor were a party thereto. Notwithstanding anything to the contrary contained herein, the Assumed Liabilities shall expressly exclude the Excluded Liabilities.
3. Further Assurances. At any time or from time to time after the date hereof, at Contributor's request and without further consideration, Goldendale shall execute and deliver to Contributor such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Contributor may reasonably deem necessary or desirable in order to effect and perfect the transfer, conveyance and assignment to Contributor, and to confirm Contributor's right, title and interest in and to, the Acquired Assets.
4. Conflict and Inconsistency. This Agreement is executed in accordance with the terms and conditions of the Purchase Agreement, and the terms of this Agreement are in all respects subject to the terms and conditions of the Purchase Agreement. To the extent there is a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. No Merger. The terms and provisions of the Purchase Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge into, be extinguished or otherwise be affected by, the delivery and execution of this Agreement or any other document delivered pursuant to this Agreement except to the extent contemplated thereby.

6. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code; provided that, the validity and enforceability of all conveyance documents or instruments executed and delivered pursuant to this Agreement insofar as they affect title to real property shall be governed by and construed in accordance with the Laws of the jurisdiction in which such property is located. For so long as Goldendale is subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Goldendale is no longer subject to the jurisdiction of the Bankruptcy Court, any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby may be brought in the courts of the State of New York sitting in Manhattan or of the United States for the Southern District of New York, and by execution and delivery of this Agreement, each of the Parties consents to the non-exclusive jurisdiction of those courts. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby.

7. Exclusive Remedy. Notwithstanding anything to the contrary herein, this Agreement shall not give rise to any recourse or remedy against Goldendale or any other person except to the extent set forth in the Purchase Agreement, it being the parties' intention that the Purchase Agreement provides the exclusive remedies arising from the transactions contemplated by the Purchase Agreement, including the contribution of the Acquired Assets to Contributtee pursuant to this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

9. Attorney-in-Fact. Goldendale hereby irrevocably constitutes and appoints Contributtee as its attorney-in-fact, with full power of substitution, in its name or otherwise, on behalf of Goldendale for Contributtee's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts, and other rights transferred, conveyed, assigned and delivered under this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Calpine, Goldendale and Contributor have executed this Agreement on the Effective Date.

Calpine:

CALPINE CORPORATION

By: _____
Name: _____
Title: _____

Goldendale:

GOLDENDALE ENERGY CENTER, LLC

By: _____
Name: _____
Title: _____

Contributor:

[NEW LLC]

By: _____
Name: _____
Title: _____

Attachment 1

BILL OF SALE

WHEREAS, Goldendale Energy Center, LLC, a Delaware limited liability company (“Seller”), and Puget Sound Energy, Inc., a Washington corporation, are parties to that certain Membership Interests Purchase Agreement, dated as of November 3, 2006 (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to contribute to [____], a Delaware limited liability company (“LLC”), all of Seller’s right title and interest in and to the Acquired Assets (as such term is defined in the Purchase Agreement), all as more fully provided in the Purchase Agreement); and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Seller, Calpine Corporation (“Calpine”) and LLC have entered into a Transfer and Contribution Agreement dated the date hereof, pursuant to which LLC has agreed to accept the sale, transfer, conveyance, assignment, contribution and delivery of the Acquired Assets from Seller (including assets transferred to Seller by Calpine thereunder).

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, transfer, convey, assign, contribute and deliver to LLC all of Seller’s right, title and interest in, to and under the Acquired Assets (free and clear of all Liens other than Permitted Liens), SAVE AND EXCEPT for that portion of the Acquired Assets being transferred to LLC pursuant to that certain Special Warranty Deed, dated the date hereof, TO HAVE AND TO HOLD THE SAME UNTO LLC, its successors and assigns, forever. Notwithstanding anything herein to the contrary, the Excluded Assets (as defined in the Purchase Agreement) are specifically excluded from the Acquired Assets and shall be retained by Seller at and following the date hereof.

This instrument shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof).

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the authorized officers of Seller as of this ____ day of _____, 2007.

GOLDENDALE ENERGY CENTER, LLC

By: _____
Name: _____
Title: _____

FORM OF SPECIAL WARRANTY DEED

Return Address

Attention: _____

Document Title(s) (or transactions contained therein):

1. Special Warranty Deed
- 2.

Reference Number(s) of Documents assigned or released: N/A
(on page ____ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. GOLDENDALE ENERGY CENTER, LLC

Grantee(s) (Last name first, then first name and initials):

1. [NEW LLC]

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

[_____]

☒ Full legal is on Exhibit A.

Assessor's Property Tax Parcel/Account Number

[_____]

ANY WRITING, TEXT, INITIALS, REVISIONS OR NOTARY SEAL APPEARING OUTSIDE THESE MARGINS MAY
DISQUALIFY THIS DOCUMENT FOR RECORDING

SPECIAL WARRANTY DEED

GRANTOR, GOLDENDALE ENERGY CENTER, LLC, a Delaware limited liability company, for and in consideration of Ten Dollars (\$10) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, bargains, sells and conveys to [NEW LLC], a Delaware limited liability company, the real property described on Exhibit A attached hereto, situated in Klickitat County, Washington, subject to the exceptions described on Exhibit B attached hereto.

Grantor expressly limits the covenants of this Deed to those expressed herein and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under Grantor and not otherwise, Grantor will forever warrant and defend the real property described herein.

DATED this ____ day of _____, _____.

GOLDENDALE ENERGY CENTER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ANY WRITING, TEXT, INITIALS, REVISIONS OR NOTARY SEAL APPEARING OUTSIDE THESE MARGINS MAY
DISQUALIFY THIS DOCUMENT FOR RECORDING

[Insert proper form of acknowledgement; if Washington, the following form can be used.]

STATE OF _____)
)
County of _____) ss.

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of GOLDENDALE ENERGY CENTER, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned; and on oath stated that he/she was duly elected, qualified and acting as said officer of the company, that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of _____, residing at _____.

My appointment expires: _____.

DISCLOSURE SCHEDULES

Reference is made to that certain Membership Interests Purchase Agreement between Goldendale Energy Center, LLC, a Delaware limited liability company (the “Seller”), and Puget Sound Energy, Inc., a Washington corporation (the “Buyer”), dated as of November 3, 2006 (the “Agreement”). Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement.

The following Disclosure Schedules are qualified in their entirety by reference to the specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting representations or warranties of Seller, except as and to the extent provided in the Agreement.

Matters reflected in the following Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Headings have been inserted on the Sections of the Disclosure Schedules for convenience of reference only and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Agreement.

The information contained herein is in all events subject to the Confidentiality Agreement.

SCHEDULES

Schedule 1.1(a)	Owned Real Property
Schedule 1.1(c)	Equipment
Schedule 1.1(d)	Customer Contracts
Schedule 1.1(e)	Supplier Contracts
Schedule 1.1(f)	Other Contracts
Schedule 1.1(i)	Permits
Schedule 1.1(l)	Software
Schedule 1.2(m)	Calpine Marks
Schedule 1.2(q)	Excluded Assets
Schedule 1.4	Excluded Liabilities
Schedule 4.4	Seller's Required Consents
Schedule 4.5	Compliance with Law
Schedule 4.6	Litigation
Schedule 4.7	Material Contracts and Related Exceptions
Schedule 4.8	Material Permit and Related Exceptions
Schedule 4.9	Environmental Matters
Schedule 4.10	Employee Benefit Plans; Business Employees
Schedule 4.15	Condition of Acquired Assets
Schedule 5.4	Buyer's Required Consents
Schedule 7.5(a)	Credit Support Obligations
Schedule 11.5	Real Property Allocation Schedule for REET
Schedule 15.1	Permitted Liens

SCHEDULE 1.1(a)

Owned Real Property

The following parcels are evidenced by a single deed (attached hereto) but encompass the real property comprising the Power Plant, vacant land surrounding the Power Plant and roads located at 600 Industrial Park Way, Goldendale, WA 98620:

PARCEL 1

That portion of the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 16 East, of the Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:

Beginning at the Southeast corner of said Southwest quarter; thence North 0 degrees 36' 54" East, 317.50 feet, to the true point of beginning; thence North 0 degrees 30' 54" East, 510.06 feet, to the South line of the North 500 feet of said Southeast quarter; thence North 89 degrees 59' 17" West 936.47 feet, to the centerline of the vacated BNRR railroad; thence South 10 degrees 50' 11" West, 519.84 feet; thence North 89 degrees 58' 50" East, 1,028.73 feet, to the point of beginning. EXCEPTING THEREFROM that portion conveyed to Public Utility District No.1 of Klickitat County by deed recorded December 18, 2001 as Auditor's File No. 1027345, Klickitat County Deed Records.

AND

That portion of the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 16 East, of the Willamette Meridian, in the county of Klickitat and State of Washington, described as follows:

Beginning at the Southeast corner of said Southwest quarter; thence North 0 degrees 36' 54" East, 317.50 feet; thence South 89 degrees 58' 50" West, 1,028.73 feet, to the centerline of the vacated BNRR railroad; thence South 10 degrees 50' 11 " West, 321.32 feet; thence South 89 degrees 55'07" East, 1,085.73 feet, to the point of beginning.

AND

That portion of the South half of the Southwest quarter of Section 20, Township 4 North, Range 16 East, of the Willamette Meridian, the County of Klickitat and State of Washington, described as follows:

Beginning at the Southeast corner of said Southwest quarter; thence North 89 degrees 55' 07" West, 1,085.73 to the centerline of the vacated BNRR railroad and the true point of beginning; thence North 89 degrees 55' 07" West, 251.04 feet, to the Southwest corner of the Southeast quarter of said Southwest quarter, said point being the Southeast corner of Lot 17, Plat of Waterland Acres-Phase 2; thence North 0 degrees 41' 07" East, 662.98 feet, to the Southeast corner of Lot 20, Plat of Waterland Acres-Phase 2; thence North 1 degree 38' 16" West, 641.98 feet along the East line of said Lot 20 to the South right of way line of the Twin Buttes Diversion Channel; thence Easterly along said right of way to a point in the centerline of the vacated

BNRR railroad, lying North 10 degrees 50' 11" East from the true point of beginning; thence South 10 degrees 50' 11" West, 1,282.21 feet, to the point of beginning.

PARCEL 2:

That portion of the North 500 feet of the Southeast quarter of the Southwest quarter of Section 20, Township 4 North, Range 16 East, of the Willamette Meridian, in the County of Klickitat and State of Washington, which lies Easterly of the Right of Way conveyed to the Columbia River and Northern Railway Co. by deed recorded January 8, 1903 in Book O, Page 411, Klickitat County Deed Records. EXCEPTING THEREFROM that portion conveyed to Public Utility District No. 1 of Klickitat County by deed recorded December 18, 2001 as Auditor's File No. 1027345, Klickitat County Deed Records.

PARCEL 3:

A parcel of land in the Southwest quarter of the Southeast quarter of Section 20, Township 4 North, Range 16 East, Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:

Beginning in the Southwest corner of said Southeast quarter; thence North 00 degrees 36' 44" East 745.85 feet along the West line thereof to the South margin of the extension of W. Industrial Way; thence South 62 degrees 30' 22" East 220.77 feet; thence along a 368.70 foot radius curve, the long chord of which bears South 74 degrees 20' 35" East 151.26 feet to the West margin of proposed Washington Street; thence South 00 degrees 36' 44" West 602.99 feet to the South line of said Southeast quarter; thence South 89 degrees 58' 50" West 343.01 feet to the point of beginning.

PARCEL 4:

A parcel of land in the Southeast quarter of Section 20, Township 4 North, Range 16 East, Willamette Meridian, County of Klickitat, State of Washington, described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence North 89 degrees 58' 50" East 343.01 feet along the south line thereof to the west margin of proposed Washington Street and the true point of beginning; thence North 00 degrees 36' 44" East 602.99 feet to the south margin of the extension of West Industrial Way; thence South 89 degrees 21' 31" East 60 feet; thence North 79 degrees 15' 38" East 97.26 feet; thence along a 1,302.50 foot radius curve, 544.64 feet, the long chord of which bears South 88 degrees 45' 37" East 540.68 feet; thence South 76 degrees 46' 52" East 148.00 feet; thence along a 1562.50 foot radius curve 550.97 feet the long chord of which bears South 86 degrees 52' 59" East 548.12 feet; thence North 83 degrees 00' 55" East 104.85 feet to the west line of Goldendale Industrial Park, Phase 1; thence South 00 degrees 36' 44" West 557.34 feet along said west line to the south line of said Southeast quarter; thence South 89 degrees 58' 50" West 1492.06 feet along the south line thereof to the point of beginning.

PARCEL 5:

A parcel of land in the Southwest quarter of the Southeast quarter of Section 20, Township 4 North, Range 16 East, Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:

Commencing in the Southwest corner of said Southeast quarter; thence North 00 degrees 36' 44" East 745.85 feet along the West line thereof to the True Point of Beginning; thence continuing North 00 degrees 36' 44" East 100.90 feet to the South margin of the Twin Buttes Diversion Channel; thence along said margin South 62 degrees 30' 22" East 266.40 feet; thence along a 278.70 foot radius curve, the long chord which bears South 73 degrees 49' 28" East 109.39 feet (to the west margin of Washington Street); thence South 00 degrees 36' 44" West 90.19 feet; thence along a 368.70 foot radius curve, the long chord of which bears North 74 degrees 20' 35" West 151.26 feet; thence North 62 degrees 30' 22" West 220.77 feet to the True Point of Beginning.

PARCEL 6:

Access and Security Easement Agreement dated as of December 22, 2003, by and among the City of Goldendale, Goldendale Energy Center, LLC and Calpine Corporation, recorded March 4, 2004, in Auditor's File No. 1044385, and rerecorded March 8, 2004 in Auditor's File No. 1044455 Klickitat County Deed Records, described as follows:

An 80 foot wide strip of real property located in the Goldendale Industrial Park in the Southeast quarter of Section 20, Township 4 North, Range 16 East, Willamette Meridian, County of Klickitat, State of Washington, the centerline of which is described as follows:

Commencing at the Southwest corner of said Southeast quarter; thence North 89 degrees 58' 50" East 343.01 feet along the south line thereof to the east margin of proposed Washington Street; thence North 00 degrees 36' 44" East along said margin 631.71 feet to the centerline of Industrial Way and the True Point of Beginning; thence North 79 degrees 15' 38" East 150.43 feet; thence along a 1,342.50 foot radius curve to the right, a distance on the curve of 561.37 feet; thence South 76 degrees 46' 52" East 148.00 feet; thence along a 1522.50 foot radius curve to the left, a distance on the curve of 536.86 feet; thence North 83 degrees 00' 55" East 269.64 feet; thence along a 360.00 foot radius curve to the right, a distance on the curve of 329.85'; thence South 44 degrees 29' 15" East 100.00 feet; thence along a 300.00 foot radius curve to the left, a distance on the curve of 235.62'; thence South 89 degrees 29' 15" East 100.00 feet to the centerline of South Columbus Avenue and the Terminus of this centerline.

The following parcel is currently owned by Calpine and will be transferred to Seller (and then New LLC) on or prior to the Closing Date:

Parcel 7

The North half of the Northeast quarter, the Northeast quarter of the Northwest quarter and the North half of the Southeast quarter of the Northeast quarter of Section 29, Township 4 North, Range 16 East, of the Willamette Meridian in the County of Klickitat and State of Washington.

SCHEDULE 1.1(c)

Equipment

Attached is a list of certain equipment, spare parts, machinery, furniture, fixtures and other personal property being conveyed to Buyer pursuant to Section 1.1(c)(i)(C) of the Agreement.

ITEMNUM	DESCRIPTION	STDCOST	AVGCOST	LASTCOST
605058	KIT:SPARE PARTS,ACTUATOR	5140.18	5546.24	5140.18
605410	TRANSFORMER,IGNITION:1.5 MIN ON / 1.5 MIN OFF / 1.5 MIN ON / 25 MIN OFF DUTY CYCLE,11	5109.02	5070.855	5109.02
606250	BOARD,PC:I/O TB	6068.91	6524.08	6068.91
606584	BOARD,PC:GT TMR/SIMPLEX TRIP	8044.35	7080.335	5513
606594	BOARD,PC:RST OVERFLOW	8600.18	9245.19	8600.18
606598	BOARD,PC:RST ANALOG I/O	8649.05	9297.79	8649.05
606618	BOARD,PC:RELAY OUPUT	7356.99	7908.76	7356.99
606622	BOARD,PC:LAN COMM	7698.48	7633.43	7698.48
606674	BOARD,PC:TC2000 COMMON ANALOG I/O	5451.6	5860.47	5451.6
610741	BOARD,PC:TERM. BD. (C)	5207.23	5605.15	5207.23
610745	BOARD,PC:TERM. DIGITAL CONT. IN	5571.72	5997.5	5571.72
610746	BOARD,PC:TERM. BD. DIGITAL CONT. IN.	5207.23	5605.15	5207.23
610749	BOARD,PC:TERM. BD. RLY/SOLENOID	5207.23	5605.15	5207.23
610764	BOARD,PC:TERM. BD. (R-S-T) ANALOG I/O	5207.23	4395.16	5207.23
610767	BOARD,PC:TERM. BD. (R-S-T) ANALOG I/O	5207.23	5605.15	5207.23
610903	BOARD,PC:COMQ1 CIRCUITS BOS. BD. 1	8125.91	8746.87	8125.91
610905	BOARD,PC:POWER DISTRIBUTION MODULE	6695.35	7206.99	6695.35
610958	BOARD,PC:NTB/3TB INTERFACE	5835.9	6281.86	5835.9
611061	BOARD,PC:TX2000 (C) EXP.ANALOG I	8312.36	8947.36	8312.36
611307	BOARD,PC:TYPE: TC2000 ANALOG I/O EXPAND	7779.45	8373.92	7779.45
612728	BOARD,PC:DIGITAL I/O	5809.68	6253.64	5809.68
614648	MODULE:INFI-NET TRANSFER	17370	18021.38	17370
614698	MODULE:MULTI-FUNCTION PROCESSOR	19280	18106	16932
614948	BOARD,PC:TERMINAL RELAY/SOLENOID	5236.82	5629.58	5236.82
614951	BOARD,PC:TERMINAL BOARD R-S-T	5207.23	5597.77	5207.23
614953	BOARD,PC:DRIVE CONTROL	6087.96	6544.56	6087.96
614972	BOARD,TERM:108 CIRC,SCREW	5579	5579	5579
614973	BOARD,PC:DC INPUT POWER SUPPLY	8649.05	9297.73	8649.05
615106	BOARD,PC:THERMOCOUPLE INPUT/OUTPUT	5236.82	5629.58	5236.82
615194	MODULE:ANALOG INPUT,5VDC,700MA PWR	6430	6430	6430
615201	BOARD,PC:EMERGENCY OVERSPEED	8649.05	9297.73	8649.05
615204	BOARD,PC:ANALOG INPUT/OUTPUT TERMINAL	5236.82	5057.79	5236.82
618010	BOARD,PC:SEQUENCE OF EVENTS MEMORY	13405	13907.69	13405
618205	BOARD,PC:HARMONY RACK BRIDGE CONTROLLER	18885	19593.19	18885
620525	SENSOR:HUMIDITY,127VAC,48-66 HZ,75VA	6080.55	6536.6	6080.55
624866	ANALYZER:CO/O2,0 TO 20/400 VPM,100 TO 120 VAC 48 TO 63 HZ 40VA PWR	18180	19543.5	18180

631609	LINER,COMBUSTION:GE7FA	0	0	58869.7
631618	CAP,LINER:GE7FA	59425.1	59425.1	59425.1
658161	BOARD,PC:	6370	6847.76	6370
658163	BOARD,PC:	6195	6659.63	6195
667289	TRANSFORMER:CURRENT,PROVISIONALPH	5120.21	5504.22	5120.21
667296	TRANSFORMER:POTENTIAL,PROVISIONALPH	6426.93	6908.99	6426.93
669489	RING:SEAT	5075	9735	9735
669516	DISC:STACK	17480	18791.01	17480
671345	INTERFACE:INFI-NET TO COMPUTER SERIAL CIU	11330	11754.88	11330
671348	POWER SUPPLY:	5435	5638.815	5435
671349	POWER SUPPLY:	7055	7584.13	7055
671350	POWER SUPPLY:	5725	5939.69	5725
672387	GLASS:GAUGE	239.03	239.03	5940
672587	TRANSMITTER,PRESS:1/2 IN NPT	12374	12374	12374
672747	SEAT:RING,N06600/COCR-A	5004	5449.35	5004
673401	VALVE,SERVO:TURBINE INTERCEPT VALVE INPUT	8211	8211	8211
673402	VALVE,SERVO:TURBINE LP ADMISSION VALVE INPUT	8211	8211	8211
673404	VALVE,SERVO:TURBINE INTERCEPT VALVE INPUT	8211	8211	8211

Computer Equipment

C R , S	Component ID	CPN Asset #	Serial #/Location
	Dell P793	1972	CN-04D025-47606-18D-DPSD
	Dell P793	NONE	MX-04D025-47605-1BC-DJN9
	Dell P794	1856	MX-04D025-47605-1CA-D2W1
	Dell P793	1853	MX-04D025-47605-194-DK85
	CTX EX 1300	NONE	0X411200056
	KDS xf-7B	NONE	DZ-777NS
	View Sonic G220fb	26675	Rich's office
	Dell	15555	Spare managers office
	View Sonic A70f+	NONE	Spare office in shop
	Dell	4759	Wayn's office
	Dell Trinitron	1851	Wayn's office
	Dell P 793	1858	MX-04D025-47605-194-DK74
	Dell Ultr Scan1000HS	301	1415132
	Dell Ultr Scan P780	1869	9308721
	Dell Trinitron	1861	control room
	Dell Trinitron	1951	Dean's
	Dell Trinitron	1863	John's
	Dell Trinitron	2092	HRSB LAB
	Dell Trinitron	1867	Sharon's office
	Dell Ultr Scan P780	1966	9295200
	Dell Ultr Scan P780	1915	9296816
	Dell Ultr Scan P780	1961	MX-06271R-47741-0CJ-30KW
	Dell Ultr Scan P780	1904	MX-06271R-47745-153-20JN
	Dell Ultr Scan P780	1964	MX-06271R-47741-142-80DB
	Dell Ultr Scan P780	7247	MX-06271R-47741-0C6-30ZD
	Optquest Q95	11399	
	Gateway 2000 Crystalscan 17	NONE	H3LFC00205
	GE 21"	NONE	STG EWS
	Dell 21"	NONE	DCS EWS
	GE 21"	NONE	STG Console
	GE 21"	NONE	CTG Console
	GE 21"	NONE	CTG EWS
	Dell 17"	11302	Weather Station
	Premio 719	NONE	DAHS/CESM
	Dell 17"	NONE	DCS CON1
	Sony 48"	NONE	DCS CON1
	Dell 17"	NONE	DCS CON2
	Dell 17"	NONE	DCS CON2
	SUN 21"	NONE	A operators PC
	View Sonic A90f+	NONE	Front gate camera
	Dell 17"	19983	B operators PC

C P U S	Dell Optiplex GX 110	1957	89PCQ01
	Dell Optiplex GX 110	1965	BKHWN01
	Dell Optiplex GX 110	1914	BR9JN01
	Dell Optiplex GX 180	1859	1XZQZ01
	Dell Optiplex GX 180	3136	1H3JS01
	Dell Optiplex GX 110	5852	Service Tag 2YT8301
	Dell Optiplex GX 150	19984	control room
	Dell Optiplex GX 270	21759	HRSG LAB
	Dell lap top	20114	Gerald's office
	Dell lap top	19989	Rich's office
	Dell Dimension 4100	1950	Doc-center
	Dell lap top	1868	Sharon's office
	Dell lap top	1857	Dean's
	Dell GX 150	1852	IC&E Office
	Dell lap top	1865	John's
	Compaq Armada M700	NONE	IC&E Office
	Dell lap top	19985	Ken's old one
	Dell lap top	1850	Wayn's office
	Dell lap top	9658	Wayn's office
	Dell Optiplex GX 400	1968	B0G8V01
	Dell GX 150	NONE	CON 3 DCS EWS
	GE	NONE	STG EWS
	GE	NONE	STG Console
	GE	NONE	CTG Console
	GE	NONE	CTG EWS in PEECC
	Premio	NONE	DAHS/CEMS
	Dell GX 150	NONE	DCS CON1
	Dell GX 150	NONE	DCS CON2
	Dell GX 270	23054	A operators PC
	DX 7100 Pelco	NONE	Front gate camera PC
	Dell GX 270	23048	B operators PC

Docking Stations	Dell latitude C/port II	1960	MX-0298FC-41011-152-00HX
	Dell latitude C/port II	19977	MX-0200FC-41011-170-0100
	Dell latitude C/port II	19990	Rich's office
	Dell latitude C/port II	NONE	Spare managers office
	Dell latitude C/port II	19986	Wayn's office
	Dell latitude C/port II		Sharon's office
	Dell latitude C/port II	14570	Dean's

[illegible]

Miscellaneous

APC Back-ups PRO	NONE	Doc-center
HP Scanjet C9850A	NONE	CN185111GV
Fellows Powershred PS60	NONE	NONE
Fellows PS 420 CC	NONE	
Brother IntelliFAX 1270	NONE	NONE
Dynamo lable writer		Sharon's office
Canon P1011		Sharon's office
XL-4000 fast copper bridge	NONE	HRSG LAB

Printers	HP Deskjet 940c	1916	MX17F6F0NX
	HP Deskjet 952c	1906	
	HP Deskjet 6110	NONE	
	HP Deskjet 5150	NONE	Rich's office
	HP Deskjet 940c	1916	Spare office in shop
	HP Deskjet 5850	NONE	Spare managers office
	HP Deskjet 1220c	1973	Wayn's office
	Sharp AR-BC260	NONE	Upper warehouse
	Canon DR-5080c	2792	Doc-center
	HP 8150 DN	4735	JPBLL20550
	HP Deskjet 940c	1916	MX17F6F0NX
	HP laserjet 8550N	1967	JPJB006011
	EPSON LQ-2180	NONE	DCS Alarm printer
	HP 610 Printer/fax	NONE	B operators desk
	HP 1200 laserjet	1953	B operators desk

Key Boards	Dell Quiet Key	NONE	TH-0463CD-37171-12M-4410
	Dell Quiet Key	NONE	NONE
	Dell Quiet Key	NONE	NONE
	Dell Quiet Key	NONE	TH-0463CD-37171-142-3430
	Dell AT101W	NONE	MY-077EUG-38843-160-0970

GEC Site Inventory

As a general statement, everything on site is included in the sale, with the exception of minor personal effects of the staff. There are no items on site which are shared with other Calpine sites or entities, or are the property of other companies, with the exception being our office copier/scanner which is leased from Craig Office Supply. This list attempts to capture items of value, without counting every nut and bolt on site. All furniture, office supplies, cleaning supplies, and minor every day use items are included, but not counted.

Index	Description	Quantity	ID	Comments
1	Spare Parts inventory	1		provided separately
2	Library inventory	1		provided separately
3	Tools inventory	1		see attached sheet
4	Safety Equipment inventory	1		see attached sheet
5	Lifting Equipment	1		see attached sheet
6	Computer Equipment	1		see attached sheet
7	2000 Ford F150 4x4 PU	1	1FTRW08L01KB45033	102,000 miles
8	2000 Ford Explorer 4x4	1	1FMZU73E71ZA71535	83,000 miles
9	Manitou Fork lift model MRT1850	1	141324	crane and manbasket attachments
10	Genie 45' Manlift	1	Z4525-1947	
11	Premier NW 7500# flatbed trailer	1	1P9BC182X5H539099	
12	Miller Legend NT Welder	1	LC007975	
13				

Asset ID	Asset Location	Asset Status	Computer Name	User Emp. No.	User Location	User Name	Date Received	Installation Date	Item	Manufacturer	Model Name	Model Number	Serial Number	Service Tag	Ownership	
Excluded	16011 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			ANALYSIS DEVICE	NETSCOUT		2211			Owned	
Excluded	18372 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			COMPRESSION DEVICE	PERBIT		20			Owned	
1968 GOLDENDALE ENERGY CENTER	Deployed		GOLJEFFM	00III	6596				DESKTOP PC	DELL	OPTIPLEX	GX110	7CPCC001	7CPCC001	Owned	
	Inventory		TONY			IS ASSET			DESKTOP PC	DELL	OPTIPLEX	GX400	80GBV01	80GBV01	Owned	
	Deployed		GOLWDR01.AND		4228	ROYLAND, DEAN			DESKTOP PC	DELL	OPTIPLEX	GX270	80GBV01	80GBV01	Owned	
	Deployed		CWZKGD-HCRAIN		143	ROYALL, STEVE		1/11/970 2:34	DESKTOP PC	DELL	OPTIPLEX	GX110	BRJUN01	BRJUN01	Owned	
	Deployed		UNKNOWN	00SSS		SHARED ASSET			DESKTOP PC	DELL	DIMENSION	4100	H23JMO1	H23JMO1	Owned	
	Deployed		GOLWKTHOMPSON		4231	THOMPSON, MICHAEL			DESKTOP PC	DELL	OPTIPLEX	GX150	6XZQZ01	6XZQZ01	Owned	
	Deployed		DT100003136		1744	THOMPSON, MICHAEL			DESKTOP PC	DELL	OPTIPLEX	GX150	6XZQZ01	6XZQZ01	Owned	
	Deployed				281	KLUG, GERALD	10/25/2005 0:00		DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210668929	1143J501	Owned	
	Deployed				6658	KRAFT, PAUL			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210668929	1143J501	Owned	
	Deployed				3313	MERCER, CHARLES	8/24/2004 12:00	10/13/2004 0:00	DOCKING STATION	DELL	CPORT II	PRX	CNP8129486435897455		Owned	
17760 GOLDENDALE ENERGY CENTER	Deployed				1257	MLKE, WAYNE			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed				143	ROYALL, STEVE			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
19991 GOLDENDALE ENERGY CENTER	Deployed				143	ROYALL, STEVE			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed					SHARED ASSET			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
19977 GOLDENDALE ENERGY CENTER	Deployed				2780	TURNER, GARY			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed				571	WANDERGRUFF, WAYNE			DOCKING STATION	DELL	CPORT II	PRX	CNP02442486434U7238		Owned	
	Deployed				253	WELLS, JAMES	4/12/2005 12:00	4/26/2005 0:00	DOCKING STATION	DELL	PRO1X	DI1380	DI1380	Owned		
	Deleted		GDEF51	00III		SHARED ASSET			FILEPRINT SERVER	HP	PROLIANT	DL104	D317FK41K171	D317FK41K171	Owned	
	1854 GOLDENDALE ENERGY CENTER	Deleted					IS ASSET			INTRUSION DETECTION ELEMENT	CISCO SYSTEMS	IDS/397E	4236	TL0R791		Owned
		Deployed		CL2KGD-SBIN	00SSS	3431	SHARED ASSET	9/22/2004 9:00		INTRUSION DETECTION ELEMENT	CISCO SYSTEMS	IDS/397E	4236	TL0R791		Owned
		Deployed		CL2KGD-ROUWEN		1744	DOWNEN, RICHARD			LAPTOP PC	DELL	LATITUDE	C600	547D111	547D111	Owned
		Deployed		1866 GOLDENDALE ENERGY CENTER		6596	GARDNER, JOHN			LAPTOP PC	DELL	LATITUDE	C600	7WBJK11	7WBJK11	Owned
		Inventory		SP-RGONEZ	00III		IS ASSET			LAPTOP PC	DELL	LATITUDE	C600	4BNW211	4BNW211	Owned
		Deployed				6659	KRAFT, PAUL	8/8/2005 0:00	8/24/2005 12:00	LAPTOP PC	DELL	LATITUDE	D610	47COWG51	47COWG51	Owned
Deployed			GOLKRAFTP		6659	KRAFT, PAUL	8/20/2004 12:00	10/13/2004 0:00	LAPTOP PC	DELL	LATITUDE	C610	3V54Y111	3V54Y111	Owned	
Deployed			SAC2K-WMLKE2		1257	MLKE, WAYNE			LAPTOP PC	DELL	LATITUDE	C600	33TS111	33TS111	Owned	
Deployed			GDMLDROWLAND		4228	ROYLAND, DEAN			LAPTOP PC	DELL	LATITUDE	C600	3V54Y111	3V54Y111	Owned	
Deployed			BASTONI-1925	00SSS	143	ROYALL, STEVE			LAPTOP PC	DELL	LATITUDE	L400	2GWBPP01	2GWBPP01	Owned	
19789 GOLDENDALE ENERGY CENTER	Deployed				253	WELLS, JAMES	4/12/2005 12:00	4/26/2005 0:00	DOCKING STATION	DELL	PRO1X	DI1380	DI1380	Owned		
	Deployed		TMGLM6C111	00SSS		SHARED ASSET			LAPTOP PC	DELL	LATITUDE	C610	84C6111	84C6111	Owned	
	Deployed				4845	CLARK, RANDY			LOCAL PRINTER	HP	DESKJET	960C	MY0B91725M	MY0B91725M	Owned	
	Inventory			00III		IS ASSET			LOCAL PRINTER	HP	DESKJET	960C	MY12K1604	MY12K1604	Owned	
	Inventory			00III		IS ASSET			LOCAL PRINTER	HP	DESKJET	1200C	SG19C13031	SG19C13031	Owned	
	Inventory			00SSS		SHARED ASSET			LOCAL PRINTER	HP	DESKJET	940C	MY17B6C080	MY17B6C080	Owned	
	Deployed				2780	TURNER, GARY			LOCAL PRINTER	HP	DESKJET	940C	MY17B6F0NX	MY17B6F0NX	Owned	
	Deployed				571	WANDERGRUFF, WAYNE			LOCAL PRINTER	HP	DESKJET	1200C	CNBY004365	CNBY004365	Owned	
	Deployed			00SSS		SHARED ASSET			LOCAL PRINTER	HP	DESKJET	1200C	SG19C130SQ	SG19C130SQ	Owned	
	Deployed				3431	BINAU, SHARON			MONITOR	DELL	ULTRASCAN	P780	MX06271R474515P407V	MX06271R474515P407V	Owned	
1867 GOLDENDALE ENERGY CENTER	Deployed				1744	DOWNEN, RICHARD			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515N20X5	MX06271R474515N20X5	Owned	
	Deployed				6596	GARDNER, JOHN			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515E20Y2	MX06271R474515E20Y2	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Inventory			00III		IS ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
17761 GOLDENDALE ENERGY CENTER	Deployed				3313	MERCER, CHARLES			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				1257	MLKE, WAYNE			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				4228	ROYLAND, DEAN			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				143	ROYALL, STEVE			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				143	ROYALL, STEVE			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed					SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed					SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed					SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed					SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed					SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
1915 GOLDENDALE ENERGY CENTER	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
1964 GOLDENDALE ENERGY CENTER	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029	Owned	
1972 GOLDENDALE ENERGY CENTER	Deployed				00SSS	SHARED ASSET			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515B0A029	MX06271R474515B0A029		

LIFTING EQUIPMENT

Description	Capacity	Count	Comments	Total Count
Kaverit Crane STG Area	55/22 Ton	1	SN 5652	1
Chain Falls	10 ton	12		
	3 ton	2		
	1 ton	1		15
Come Alongs	3 ton	2		2
Electric Hoist	2 ton	1		1
Engine Hoist	2 ton	1		1

1. COMBUSTION TURBINE GENERATOR (CTG)	SUPPLIED BY GE
1.1.COMBUSTION TURBINE	
MANUFACTURER/MODEL:	GENERAL ELECTRIC 7241FA
BASIC DESCRIPTION:	<p>Combustion Turbine is industrial type, single shaft, axial flow and directly coupled to an electric generator. The turbine is fueled with natural gas only and is equipped with Dry Low Nox (DLN-2) combustors. There is no intake air cooling system nor steam power augmentation installed.</p> <p>The turbine is supplied as a complete package including generator, air intake static filter, fuel controls, lubrication and hydraulic systems, starting system, turbine wash system, fire protection CO2 based, complete controls and monitoring system Mark V, Triple Modular Redundant (TMR). The equipment is packaged in individual enclosures. All equipment except intake filter is located indoors.</p>
RATING:	171.7MW at ISO conditions
PERFORMANCE at site/guarant. cond., amb. 50F:	
Gross/Net Output (MW):	164.3/163.95
Heat Rate (LHV, Btu/kWh):	9,320
Exhaust Flow (lb/h):	3,461,000
Exhaust Temperature (F):	1113
Emissions: Nox/CO (ppmvd@15%O2):	9/9
PERFORMANCE at site ambient 90F:	
Gross/Net Output (MW):	142.6/142.3
Heat Rate (LHV, Btu/kWh):	9,320
Exhaust Flow (lb/h):	3,150,000
Exhaust Temperature (F):	1154
Emissions: Nox/CO (ppmvd@15%O2):	9/9
1.2. GENERATOR	
MANUFACTURER/MODEL:	GE Model: 7FH2-LEAD UP-60HZ-STATIC
BASIC DESCRIPTION:	<p>Generator is three phase, synchronous, hydrogen cooled with Class F insulation and Class B temperature rise (0.85 power factor). The generator's lubrication is integrated with turbine lubrication system. The generator electrical components include neutral grounding system, brushless excitation system, controls and monitoring.</p>

RATING:	200MVA
DATA:	
Rated Terminal Voltage (MV):	18
Power Factor at Terminals:	0.85 lagging/0.95 leading
Speed (RPM):	3,600
2. STEAM TURBINE GENERATOR (STG)	SUPPLIED BY HITACHI
2.2. STEAM TURBINE	
MANUFACTURER/MODEL:	HITACHI TCSF-33.5
BASIC DESCRIPTION:	<p>Steam turbine is horizontal-shaft, impulse type, two (2) casing tandem compound single flow reheat, axial exhaust condensing unit directly coupled to an electric generator.</p> <p>The turbine is supplied as a complete package including generator, lubrication and hydraulic systems, turning gear system, gland sealing/condensing system, complete controls and monitoring system based on Mark V. Both turbine and generator are packaged in sound enclosures. All equipment is located indoors with turbine installed on 3 journal bearings, on an elevated concrete pedestal.</p> <p>The turbine has a total of 23 stages and the height of last stage blade is 33.5in. The turbine has two rotors . The HP and IP rotor are connected with bolted coupling. Each rotor is made of a solid alloy steel forging.</p>
RATING (MW):	Peak: 114 (MCR: 89.6)
PERFORMANCE at site/guarant. conditions (50F):	
Gross Output (MW):	89.6
STG: HP Steam Flow @ Pressure/Temp at	395,700lb/h @ 1385.3psig/1060F
STG: HRH Steam Flow @ Pressure/Temp at	466,500lb/h @ 223.3psig/1050F
STG: LP Steam Flow @ Pressure/Temp at	47,200lb/h @ 46.8psig/500F
Exhaust Flow @ Pressure/Temp at STG:	520,490lb/h @ 0.98psia/101F
PERFORMANCE at site/guarant. conditions (90F):	
Gross Output (MW):	114
STG: HP Steam Flow @ Pressure/Temp at	580,000lb/h @ 2037.3psig/1060F
STG: HRH Steam Flow @ Pressure/Temp at	628,300lb/h @ 305.3psig/1050F
LP Steam Flow @ Pressure/Temp at	26,400lb/h @ 63.3psig/496F

STG:	
Exhaust Flow @ Pressure/Temp at STG:	664,999lb/h @ 2.22psia/130F
2.2. GENERATOR	
MANUFACTURER/MODEL:	SIEMENS/TLRI 100/30-36
BASIC DESCRIPTION:	Generator is TEWAC, AC three phase, synchronous, with Class F insulation and Class B temperature rise (0.85 power factor). Generator is water/air cooled. Separately excited field inside a stationary armature is driven by the steam turbine. The generator's lubrication is integrated with turbine lubrication system. The generator electrical components include neutral grounding system, static excitation system, controls and monitoring.
RATING:	134.5MVA
DATA:	
Rated Terminal Voltage (MV):	13.8
Power Factor at Terminals:	0.85 lagging
Speed (RPM):	3,600
3. HEAT RECOVERY STEAM GENERATOR (HRSG)	
MANUFACTURER/MODEL:	BABCOCK-HITACHI K.K.
BASIC DESCRIPTION:	<p>HRSG is of horizontal gas flow, fired, 3 pressure levels and re-heater, and of natural circulation design. The unit generates steam from waste heat of the CTG exhaust.</p> <p>Heat transfer panels and down comers are top supported and hanging inside a 'sandwich' type insulated casing. Three steam drums are installed on top of the structure. CTG exhaust gases pass inside the HRSG casing transferring heat to feed water circulating inside the heat transfer panels. Heat transfer panels are composed of tube bundles. Tube/fin metallurgy, spacing and diameter vary depending on the tube location within the heat transfer regime. All fins are serrated.</p> <p>The HRSG is also equipped with a limited capacity (278 MM Btu/h) natural gas fired only Duct Burner, Selective Catalytic Reduction (SCR) and CO catalyst sections for reduction of Nox and CO emissions, and a 150ft tall freestanding stack. The stack is equipped with a 'safe' damper to limit heat loss during the unit shut down and a silencer.</p>

	<p>The duct burner is Coen supplied, has 5 elements and is controlled by a PLC based Burner Management System (BMS). The Duct Burner is to be used at ambient temperatures above 50F.</p> <p>The HRSG is supplied as a complete field erected package including steam drums, pre-heater, generating sections, economizers, superheaters, supporting steel, platforms and all interconnecting piping. HRSG inter stage steam attemperators are supplied by others. The unit is controlled by the plant DCS.</p> <p>Maintenance access platforms and ladders are interconnected and provided along side wall and at the top of the HRSG.</p> <p>Boiler water and steam chemistry is maintained by chemical dosing systems provided outside of the Hitachi's scope.</p> <p>The HRSG is about 175 ft long and 100ft tall (CL of stack and top platform respectively) .</p>
PERFORMANCE at site/guarant. conditions (50F):	
HP Steam Flow @ Pressure/Temp at HRSG:	395,700lb/h @ 1420.3psig/1065F
HRH Steam Flow @ Pressure/Temp at HRSG:	466,500lb/h @ 227.8psig/1055F
CRH Steam Flow @ Pressure/Temp at HRSG:	384,100lb/h @ 251.8psig/651F
IP Steam Flow @ Pressure/Temp at HRSG:	82,300lb/h @ 268.3psig/584F
LP Steam Flow @ Pressure/Temp at HRSG:	47,200lb/h @ 60.8psig/505F
Backpressure/Stack Temp:	16"WG/199F
PERFORMANCE at site/guarant. conditions (90F):	
HP Steam Flow @ Pressure/Temp at HRSG:	580,000lb/h @ 2087.3psig/1065F
HRH Steam Flow @ Pressure/Temp at HRSG:	628,300lb/h @ 310.3psig/1055F
CRH Steam Flow @ Pressure/Temp at HRSG:	563,700lb/h @ 348.3psig/628F
IP Steam Flow @ Pressure/Temp at HRSG:	47,000lb/h @ 352.3psig/650F
LP Steam Flow @ Pressure/Temp at HRSG:	26,400lb/h @ 66.3psig/501F

Backpressure/Stack Temp:	13.5"WG/186F
Emissions: Nox/CO (ppmvd@15%O2):	2/2
Ammonia Slip (ppm):	2
4. PARALLEL CONDENSING SYSTEM (PAC)	SUPPLIED BY GEA
4.1 SURFACE CONDENSER	
MANUFACTURER/MODEL:	HOLTEC
BASIC DESCRIPTION:	Surface condenser is a horizontal unit mounted indoors on the ground floor below STG exhaust duct. The condenser is a two pass, straight tube design. Tubes are 304 stainless steel. There are 4,000 tubes, each of 1in. OD. Steam connection is 134" ID. Water connections are 42" diameter. The condenser design pressure is 15psig/FV. The overall operating weight of the condenser is 210,000 lbs.
SURFACE AREA (effective) (ft2):	28,150
DUTY (MM Btu/h):	423.5
HOTWELL CAPACITY (ft3):	1100
PERFORMANCE at design conditions (90F):	
STG Exhaust Pressure (in HG Abs.):	4.5
Exhaust Flow (lb/h):	431,400
Exhaust Temperature (F):	130
Cooling Water Flow (gpm):	35,000
Water Temperature In/Out (F):	91.5/115.7
4.2 ACC	
MANUFACTURER/MODEL:	GEA
BASIC DESCRIPTION:	ACC is of a Forced Draft design and is comprised of 10 bays (5x2) arranged in a two row, A-frame configuration mounted on a steel support structure. Each bay consists of fin tube bundles, which are connected to steam distribution ducting and the condensate return system. All bays are served by 2-spced electric motor driven fans. Fans are COFIMCO, aluminum, 30ft. diameter blades operating at 95RPM. Motors are two speed TECO-Westinghouse 140kW rated each. Tubes are carbon steel, elliptical, 2 tube rows. ACC is also equipped with a tube cleaning package.
PERFORMANCE at design conditions:	
Total Fan Power (kW):	1,350

Design Heat Load (MM Btu/h):	273
Design Steam Flow (lb/h):	275,000
4.3 MAIN COOLING TOWER	
MANUFACTURER/MODEL:	GEA/Model: 424830-21-28-FCF
BASIC DESCRIPTION:	<p>Main Cooling Tower is a Counterflow type, two cell, Fiberglass construction, installed on a concrete basin. Fans are COFIMCO, FRP blade, 28ft diameter. Motors are TECO-Westinghouse 200HP rated each. Fan motors are VFD controlled, controllers not supplied by GEA.</p> <p>Cooling Tower is operated at 15 cycles of concentration and supplied with make-up water from the Desilicizer. The cooling water system chemistry is maintained with a chemical dosing system supplied outside of the GEA package. Motors are reversible for tower freeze protection.</p>
PERFORMANCE at design conditions (90F):	
Fan Break Power (HP):	195
Wet Bulb Temperature (F):	72.9
Cooling Water Flow (gpm):	35,000
Water Temperature In/Out (F):	115.7/91.5
4.4 VACUUM DEAERATOR	
MANUFACTURER/MODEL:	STERLING/ 84 VT-5230
BASIC DESCRIPTION:	<p>Vacuum type deaerator is installed indoors. Deaerator is supplied with condensate returned from ACC and make-up water, and it reduces their oxygen level to below 7ppb. It also eliminates Carbon Dioxide. The deaerator employs a two-stage system of heating and deaerating feedwater. The vessel is carbon steel with stainless internals and is designed to 15 psig and full vacuum.</p>
SIZE:	7'diamx5'height
PERFORMANCE at design conditions:	
Outlet Capacity (lb/h):	346,910
Oxygen in outlet (ppb):	7
4.5 VACUUM SYSTEM	
MANUFACTURER/MODEL:	CROLL-REYNOLDS 263-S18-S18
BASIC DESCRIPTION:	<p>Vacuum system is two stage, ejector based, prepackaged and insulated in the shop. The system includes condensate cooled Inter and After-condensers, 2 stage (4x1st stage and 2x2nd stage) normal operation ejectors, and a</p>

	start-up hogging ejector c/w silencer. The ejector package is located indoor. Motive steam to the ejectors is supplied from the Intermediate Pressure steam system.
PERFORMANCE at design conditions:	
Holding steam consumption (lb/h):	1,637 @ 240 psig/590F
Hogging steam consumption (lb/h):	2,835 @ 240 psig/590F
Capacity of each ejector (SCFM):	12.5 @ 1"HgA
5. AUXILIARY COOLING TOWER	SUPPLIED BY GEA
MANUFACTURER/MODEL:	MARLEY/ Model: NC 8307J-2GS
BASIC DESCRIPTION:	<p>Auxiliary Cooling Tower is a cross flow, two cell, Galvanized Steel construction c/w integral basin and is installed on concrete foundations. The tower rejects heat from a closed loop cooling water system. Aux. Cooling Tower Fans are Marley, 10ft diameter, aluminum blades. Fan motors are constant speed 40 HP rated.</p> <p>Cooling Tower is operated as Main Tower at 15 cycles of concentration and is supplied with make-up from the Desilicizer. Cooling water system chemistry is maintained with a chemical dosing system supplied outside of the GEA package.</p>
PERFORMANCE at design conditions (90F):	
Fan Break Power (HP):	40
Wet Bulb Temperature (F):	72.9
Cooling Water Flow (gpm):	4,074
Water Temperature In/Out (F):	102/90
6. GENERATOR STEP-UP TRANSFORMER (GSU)	SUPPLIED BY HITACHI
MANUFACTURER/MODEL:	HITACHI
BASIC DESCRIPTION:	<p>The GSU Transformer is a 'three winding' type stepping up power generated by the CTG at 18kV and STG at 13.8 kV to the transmission system at 230kV.</p> <p>The transformer is of OA/FA/FA class, with mineral oil as coolant.</p> <p>The unit is equipped with 14 cooling fans, each 0.72 kW.</p>
RATING:	365 MVA

7. WATER TREATMENT SYSTEM	
SUPPLIED BY AQUATECH	
7.1 DESILICIZER	
MANUFACTURER/MODEL:	AQUATECH
BASIC DESCRIPTION:	<p>Desilicizer is a three train ion exchange system, each composed of a Strong Acid Cation (SAC) exchanger and a Strong Base Anion (SBA) exchanger with a single Decarbonator in between. The system removes dissolved solids from the make-up water to the cooling towers and supply to the mixed bed. The ion exchangers are rubber lined steel vessels containing packed beds of resin, which remove dissolved solids from flowing water. Decarbonator is an FRP vessel, which facilitates removal of CO₂ from water. SAC vessels are regenerated periodically (once a day) using diluted Hydrochloric Acid, whereas SBA vessels are regenerated using diluted Sodium Hydroxide. Small slipstream of raw water by-passes the desilicizer to maintain product dissolved solids at about 15PPM. The system includes common PLC controls for Desilicizer, Demineralizer, Resin Regeneration System and Neutralization System. The complete system is installed indoor in a dedicated Water Treatment Building.</p>
PERFORMANCE at guaranteed conditions:	
Throughput (gpm):	540
Inlet Solids (PPM as ions):	about 200
Outlet Solids (PPM):	about 5
7.2 DEMINERALIZER	
MANUFACTURER/MODEL:	AQUATECH
BASIC DESCRIPTION:	<p>Demineralizer is a single train ion exchange Mixed Bed (MB) system. The system removes further dissolved solids from the desilicized water used as boiler feedwater make-up. The ion exchange vessel is rubber lined and contains packed beds of both SAC and SBA resins, to remove dissolved solids and produce high purity boiler make-up water. The MB resins are regenerated once per weeks with diluted acid and caustic.</p>
PERFORMANCE at guaranteed conditions:	

Throughput (gpm):	100
Inlet Solids (PPM as ions):	about 5
Outlet Solids (PPM):	0
7.3 NEUTRALIZER	
MANUFACTURER/MODEL:	AQUATECH
BASIC DESCRIPTION:	Neutralizer consists of a holding RFP tank, two 100% recirculation pumps, chemical dosing system and interconnecting piping/controls. The system neutralizes (adjusts pH) of the regeneration waste from Desilicizer and Demineralizer before the waste is pumped to the plant effluent system.
PERFORMANCE at guaranteed conditions:	
Recirculation Pumps:	Each @ 300gpm
Holding Capacity:	2 volumes of regeneration waste from Desilicizer
Outlet pH:	6-9
8. BOILER FEEDWATER PUMPS	
SUPPLIED BY SULZER	
8.1 PUMP	
MANUFACTURER/MODEL:	SULZER/ MSD 6x8x12AZ – 13STG
BASIC DESCRIPTION:	There are 2x100% pumps, each 13 stage horizontal split casing, c/w interstage bleed. The units pump feedwater from the HRSG Preheater to the HRSG HP and IP economizers. Each pump is completely skid mounted including electric motor, fluid coupling and a common lubrication system. The pumps are located outdoors. Each pump is also equipped with mechanical seals and mechanical type Automatic Recirculation (ARC) valve.
FLUID TEMPERATURE (design point):	310F
RATING (design point):	IP: 200gpm at 580ftTDH; HP: 960gpm at 3750ftTDH
8.2 ELECTRIC MOTOR	
MANUFACTURER/MODEL:	TOSHIBA/450-1400
RATING (HP)/RPM/Voltage:	3000/3600/4000
8.3 FLUID COUPLING	
MANUFACTURER/MODEL:	VOITH/562 SVTL 33
RATING (MAX Output(HP)/Speed(RPM)):	2976/3502
9. MAIN CIRCULATING WATER PUMPS	
SUPPLIED BY JOHNSTON PUMP CO.	

9.1 PUMP	
MANUFACTURER/MODEL:	JOHNSTON PUMPS/ 46 KMC
BASIC DESCRIPTION:	There are 2x100% pumps, each vertical centrifugal type, single stage, mounted in the Main Cooling Tower pit. The units pump circulating water from the Main Cooling Tower to the Surface Condenser and back to the Cooling Tower. Both pumps are located outdoors.
FLUID TEMPERATURE (design point):	70F
RATING (design point):	40,00gpm at 75ftTDH
BHP:	1100
RPM:	720
9.2 ELECTRIC MOTOR	
MANUFACTURER/MODEL:	IEM/450-1400
RATING (HP)/RPM/Voltage:	1100/720/4000
10. CONDENSATE PUMPS	
SUPPLIED BY JOHNSTON PUMP CO.	
10.1 PUMP	
MANUFACTURER/MODEL:	JOHNSTON PUMPS/ 12 GHC/12QLC
BASIC DESCRIPTION:	There are 2x100% pumps, each vertical centrifugal turbine type, nine stage. The units pump condensate from the Surface Condenser to the HRSG Pre-heater. Both pumps are located indoors.
FLUID TEMPERATURE (design point):	1100F
RATING (design point):	1,200gpm at 660ftTDH
BHP:	257
RPM:	1770
10.2 ELECTRIC MOTOR	
MANUFACTURER/MODEL:	IEM/5008P20
RATING (HP)/RPM/Voltage:	300/1800/4000

GEC Safety Inventory

Description	Count	Location
Scott Air Packs	4	2 Control Room, 2 Maint shop
AED	1	Control Room
AED Training Kit	1	Control Room
Vistor PPE/ Cabinet	1	Hard Hats, Safety Glasses, Ear Plugs
Employee PPE cabinet	1	Hard Hats, Safety Glasses, Ear Plugs, gloves etc. in Maint shop
Respirators, cartridges	30	Respirator Cabinet power building
LOTOT equipment/cabinet	1 lot	Locks, chains, tags, locking devices, satellite boxes - Control room
Rescue Gear	1 lot	Tri Pod, stretcher, ropes etc. in gear locker - power building
First Aid cabinets	4	Stocked per OSHA requirements
Chem PPE/Cabinet	1 lot	Aprons, Suits, Face shields, Gloves, Boots etc. located water treatment building
Fire resistant clothing	1 lot	Assigned to employees and stored in Maint shop
Safety Training Videos	1 lot	Safety office
Fire gear - Hose, nozzels, adapters, wrenches	1 lot	Site Hose houses
Noise Decibel Meter	1	Control Room
Confined space atmospheric tester	2	1 NH3, 1 CO in control room
Harness	6	Maint Shop Locker
Single Strap Lanyard	3	Maint Shop Locker
Double Strap Lanyard	6	Maint Shop Locker
Anchor Straps	6	Maint Shop Locker
Yoyo	1	Maint Shop Locker
Class 00 HV gloves	3	Maintenance tool room
Class 0 HV gloves	2	Maintenance tool room
Class 1 HV gloves	1	Maintenance tool room

Class 2 HV gloves	7	maintenance tool room & switchgear room
Flash suit pants	2	Switchgear room
Flash suit jackets	2	Switchgear room
Flash suit hoods	3	Switchgear room
Arc-resistant faceshields	2	Maintenance tool room
8' hotsticks	3	Maintenance tool room
Shotgun hotsticks	2	Maintenance tool room
Grounding hotstick	1	Maintenance tool room
Live-line (1000v) handtools	1 set	Maintenance tool room
Live-line (1000v) allen wrenches, SAE	1 set	Maintenance tool room
Live-line (1000v) allen wrenches, Metric	1 set	Maintenance tool room

DESCRIPTION	Vendor ID	PO #	QTY.
Portable Band Saw Blade sets		GOLD-68	3
1/2" (Electric) Wrench, Milwaukee 9066-6	GRAINGER	GOLDE-69	1
2 FT ALUMINUM MAG LEVEL 24"	GRAINGER	GOLDE-69	1
3 way pigtails-2' Length	GRAINGER	GOLDE-69	2
3# SLEDGE HAMMER	GRAINGER	GOLDE-69	2
4 FT ALUMINUM LEVEL - Top Reading I-Beam Level	GRAINGER	GOLDE-69	1
8#SLEDGE HAMMER	GRAINGER	GOLDE-69	1
CHANNELLOCK PLIERS #420	GRAINGER	GOLDE-69	2
CHANNELLOCK PLIERS #440	GRAINGER	GOLDE-69	2
CHANNELLOCK PLIERS #460	GRAINGER	GOLDE-69	2
Complete set of tools for Mechanics Proto#99930	Grainger	GOLDE-69	1
dial calipers Range 0-6"	GRAINGER	GOLDE-69	1
Dial Indicators .0005 Graduation Starret	GRAINGER	GOLDE-69	3
DREMEL ELECTRIC ENGRAVER	GRAINGER	GOLDE-69	1
Drill 1/2" milwaukee w/ keyed chuck	GRAINGER	GOLDE-69	1
Drill Bit sets 1/16 - 1/2" X64ths 29 piece	GRAINGER	GOLDE-69	1
drill index 9/16 - 1" with 1/2 shanks -Grainger Pg.1644	GRAINGER	GOLDE-69	1
DWYER MANOMETER STAND	GRAINGER	GOLDE-69	1
DWYER MARK II MANOMETER	GRAINGER	GOLDE-69	1
EKLAND L SHAPE BALL HEAD HEX KEY SET (EDP # EK-13222	GRAINGER	GOLDE-69	2
EKLIND T HANDLE BALL HEAD HEX KEY SET	GRAINGER	GOLDE-69	1
FEELER GAUGE SET	GRAINGER	GOLDE-69	2
FEELER GAUGE SETS LONG	GRAINGER	GOLDE-69	2
FRAMING SQUARES (Carpenter Squares) 16"X24" (pg. 1261)	GRAINGER	GOLDE-69	2
FUSE PULLERS-LARGE-1-3/4 TO 2-1/2 DIAM. FUSES	GRAINGER	GOLDE-69	1
FUSE PULLERS-MEDIUM-1 TO 1-3/4 DIAM. FUSES	GRAINGER	GOLDE-69	1
FUSE PULLERS-SMALL-13/32 TO 13/16 DIAM. FUSES	GRAINGER	GOLDE-69	1
Heavy Duty Mag Base Indicator holder	GRAINGER	GOLDE-69	3
HEX KEY SETS BALL-L WRENCH#13213	GRAINGER	GOLDE-69	3
HEX KEY SETS BALL-L WRENCH#13213 (9 pc Metric)?	GRAINGER	GOLDE-69	3
HIGH VOLTAGE DETECTOR KIT 240V-230KV MODEL # 4356	GRAINGER	GOLDE-69	1
HK PORTER BOLT CUTTERS (EDP # COOP-90812)	GRAINGER	GOLDE-69	1
IDEAL WIRE STRIPPERS (EDP # IDL-45090)	GRAINGER	GOLDE-69	2
IDEAL WIRE STRIPPERS (EDP # IDL-45092)	GRAINGER	GOLDE-69	2
IMPACT SOCKET 1/2 DR. 1 5/16"	GRAINGER	GOLDE-69	1
IMPACT SOCKET 1/2" DR. 1 1/4"	GRAINGER	GOLDE-69	1
IMPACT SOCKET 1/2" DR. 1 7/16"	GRAINGER	GOLDE-69	1
IMPACT SOCKET 1/2"DR. 1 1/2"	GRAINGER	GOLDE-69	1
IMPACT SOCKET SETS 1/2" SQ. DRIVE-6 PT.	GRAINGER	GOLDE-69	1
IMPACT SOCKET SETS 1/2" SQ. DRIVE-6 PT. DEEP	GRAINGER	GOLDE-69	1
Industrial Test Lead Set	GRAINGER	GOLDE-69	2
INSTPECTION MIRROR 8"	GRAINGER	GOLDE-69	3
IR (Temperature) Gun-25 F to 1600 F - Raytec Model	GRAINGER	golde-69	
JOBOX SLOPE LID BOX, 33.7 cu ft	1	GOLDE-69	1
KLEIN CABINET TIP SCREWDRIVER MODEL # KLN-85010	GRAINGER	GOLDE-69	2
KLEIN CABINET TIP SCREWDRIVER MODEL # KLN-85018	GRAINGER	GOLDE-69	2
KLEIN CABLE CUTTERS (EDP # KLN-63060)	GRAINGER	GOLDE-69	2
KLEIN DIAGONAL PLIERS (EDP # KLN-72097)	GRAINGER	GOLDE-69	2
KLEIN HOLDING SCREWDRIVER MODEL # KLN-32105	GRAINGER	GOLDE-69	2
KLEIN HOLDING SCREWDRIVER MODEL # KLN-32110	GRAINGER	GOLDE-69	2
KLEIN HOLDING SCREWDRIVER MODEL # KLN-32113	GRAINGER	GOLDE-69	2
KLEIN LONG CURVED NOSE PLIERS (EDP # KLN-71626)	GRAINGER	GOLDE-69	2
KLEIN LONG NOSE PLIERS (EDP # KLN-71080)	GRAINGER	GOLDE-69	2
KLEIN PHILLIPS SCREWDRIVER MODEL # 603-4	GRAINGER	GOLDE-69	2
KLEIN SIDE CUTTING PLIERS (EDP # KLN-70378	GRAINGER	GOLDE-69	2
KLEIN WIRE STRIPPER/CUTTER (EDP #KLN-74002)	GRAINGER	GOLDE-69	2
KLEIN WIRE STRIPPER/CUTTER (EDP #KLN-74046)	GRAINGER	GOLDE-69	2
LUFKIN 25' TAPE MEASURE MODEL # 2125	GRAINGER	GOLDE-69	3
Mag Base with all attachments Cat # 657AA EDP # 52743		GOLDE-69	2
MILLER TRAILBLAZER 280NT WELDER/GENERATOR		golde-69	1
PRECISION FUNCTION GENERATOR MODEL # 4040A	GRAINGER	GOLDE-69	1
Proto 6 Drawer Drop Front Top Chest	GRAINGER	GOLDE-69	1
PROTO FOLDING HEX BIT SET #4978	GRAINGER	GOLDE-69	1
PROTO FOLDING HEX BIT SET #4991	GRAINGER	GOLDE-69	1
RIDGID 535 THREADING MACHINE		golde-69	1
STANLEY UTILITY KNIFE (EDP # SH-10099)	GRAINGER	GOLDE-69	2
STANLY PHILLIPS SCREWDRIVER MODEL # 603-6	GRAINGER	GOLDE-69	2

STARRETT CENTER PUNCH SET	GRAINGER	GOLDE-69	1
Starrett Dial indicators w/long range. # 25-5041J page 450		GOLDE-69	2
STARRETT MECHANIC'S LEVEL 12"	GRAINGER	GOLDE-69	1
Tool cabinet for Mech Tools Proto#9986ASHD	Grainger	GOLDE-69	1
WISS ELECTRICANS SCISSORS (EDP # COOP-58080)	GRAINGER	GOLDE-69	2
XCELITE NUTDRIVER SET # HS-6-18	GRAINGER	GOLDE-69	2
FLUKE 189 TURE RMS MULTIMETER	NEWARK	GOLDE-82	2
FLUKE 199C SCOPEMETER COLOR 200 MHz WITH SCC-190 KIT # FLK-199C/S	NEWARK	GOLDE-82	1
Fluke 700P05 30 PSI Pressure Module	NEWARK	GOLDE-82	1
Fluke 700P07 500 PSI Pressure Module	NEWARK	GOLDE-82	1
Fluke 700P30 5000 PSI Pressure Module	NEWARK	GOLDE-82	1
Fluke Clamp On Amp Probe	NEWARK	GOLDE-82	1
FLUKE MEGGER MODEL # 1520	NEWARK	GOLDE-82	1
TIF DIGITAL (HIGH/LOW) VOLTAGE DETECTOR	NEWARK	GOLDE-82	1
TIF HIGH VOLTAGE PROBE #TIF300HV	NEWARK	GOLDE-82	
Fluke Process Calibrator Model # 725	GRAINGER	GOLD-RA-009	
Fluke soft case for Model 189	NEWARK	GOLD-RA-009	2
Fluke soft case for Model 725	NEWARK	GOLD-RA-009	1
Tool bag, 12"	GRAINGER	GOLD-RA-010	2
1" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"1/16" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"1/2" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"1/4" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"1/8"SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"11/16" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"13/16" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"5/16" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"5/8" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"7/16" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
1"7/8" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
15/16 SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
2" SPUD BOX WRENCH	GRAINGER	GOLD-RA-015	1
7/8 SPUD BOX WENCHES	GRAINGER	GOLD-RA-015	1
LONG TRAVEL DIAL INDICTOR	GRAINGER	GOLD-RA-015	
Klein terminal crimper	NEWARK	GOLD-RA-018	1
Transmation 6000psi tubing fittings kit	TRANSCAT	GOLD-RA-020	1
Transmation hand actuated vacuum pump	TRANSCAT	GOLD-RA-020	1
Transmation hdyraulic hand pump	TRANSCAT	GOLD-RA-020	1
Transmation low pressure pump kit	TRANSCAT	GOLD-RA-020	1
Transmation pressure releif valve	TRANSCAT	GOLD-RA-020	1
STARRETT S668CZ PUMP ALIGNMENT KIT	GRAINGER	GOLD-RA-022	
FLAMMABLE STORAGE CABINET		GOLD-RA-048	1
METTLER TOLEDO FLOOR BEAM SHIPPING SCALES MODEL # 4182-1011		GOLD-RA-048	1
PALLET JACK 5000# HYDRAULIC		GOLD-RA-048	1
BOTTLE CARTS FOR CUTTING TORCH		gold-ra-061	1
Master set 21 cleaners		GOLD-RA-061	2
FUNNEL SET		GOLD-RA062	
TRANSMISSION FUNNEL		GOLD-RA062	
HAND TRUCK		GOLD-RA-062	1
Screwdriver Set, Beryllium Copper, McM-C 6525A22	GRAINGER	GOLD-RA-0657	1
6' slings	grainger	GOLD-RA-066	
ADJUSTABLE BEAM LIFTING CLAMP (2 ton)	GRAINGER	GOLD-RA-066	1
ANCHOR SHACKLES 5/8		gold-ra-066	4
1" Ampco Metal Combination Wrench McM-C 6506A21	GRAINGER	GOLD-RA-067	1
1-1/4" Ampco Metal Combination Wrench McM-C 6506A24	GRAINGER	GOLD-RA-067	1
1-1/8" Ampco Metal Combination Wrench McM-C 6506A23	GRAINGER	GOLD-RA-067	1
12" Ampco Metal Adjustable Wrench, McM-C 6502A4	GRAINGER	GOLD-RA-067	1
15" LEATHER PROTECTORS MODEL #LP6S	GRAINGER	GOLD-RA-067	1
18" CLASS 3 HIGH VOLTAGE GLOVES (GRAINGER PG. 2645) MODEL # E318RB	GRAINGER	GOLD-RA-067	1
18" GLOVE BAG MODEL #GB118	GRAINGER	GOLD-RA-067	1
3/4" Ampco Metal Combination Wrench McM-C 6506A18	GRAINGER	GOLD-RA-067	1
5 GAL. SAFETY CANS	GRAINGER	GOLD-RA-067	
FLANGE WEDGE 7" NON SPARKING (GRAINGER PG. 1202)	GRAINGER	GOLD-RA-067	
FLANGE WEDGE 8.5" NON SPARKING (GRAINGER PG. 1202)	GRAINGER	GOLD-RA-067	
Flange Wedge Ampco Metal	GRAINGER	GOLD-RA-067	4
FUNNEL FOR SAFETY CAN	GRAINGER	GOLD-RA-067	
HUBBELL CROUND FAULT CIRCUIT INTERRUPTER	GRAINGER	GOLD-RA-067	3
NON SPRAKING BUNG WREANCH	GRAINGER	GOLD-RA-067	1

[illegible]

SCHEDULE 1.1(d)

Customer Contracts

Goldendale Energy Center, LLC Rate Schedule FERC No. 2, Reactive Supply and Voltage Control from Generation Sources Service, as amended from time to time and on file with the FERC.

SCHEDULE 1.1(e)

Supplier Contracts

City of Goldendale

Water and Wastewater Utility Services Agreement by and between the City of Goldendale and Seller, as successor in interest to Goldendale Energy, Inc., dated as of December 3, 2001, as amended.

Infrastructure Services Agreement by and between the City of Goldendale and Seller, as successor in interest to Goldendale Energy, Inc., dated as of December 3, 2001, as amended.

Letter agreement, dated December 16, 2003, between the City of Goldendale and Seller, as successor in interest to Calpine.

Public Utility District No. 1, Klickitat County, Washington ("KPUD")

Generation Interconnection Agreement between KPUD and Seller, as successor in interest to Goldendale Energy, Inc., dated as of April 17, 2001, as amended.

Transmission Agreement between KPUD and Seller, as successor in interest to Calpine, dated as of December 8, 2003, as amended.

Station Service Power Purchase and Sale Agreement between KPUD and Seller, dated March 28, 2005, as amended.

Northwest Pipeline Corporation

Goldendale Energy Delivery Meter Signal Lease Agreement by and between Northwest Pipeline Corporation ("NPC") and Seller dated September 23, 2005, as amended.

Facilities Agreement by and between NPC and Seller, as successor in interest to Goldendale Energy, Inc., dated February 15, 2001, as amended.

Transportation Agreement (Rate Schedule TF-1, Contract No. 127115), by and between NPC and Seller, as successor in interest to Goldendale Energy, Inc., dated October 11, 2001, as amended.

Bonneville Power Administration

Service Agreement for Point-To-Point Transmission Service (Service Agreement No. 03TX-11455), by and between U.S. Department of Energy, Bonneville Power Administration ("BPA") and Seller, as successor in interest to Calpine, dated December 8, 2003, as amended.

Construction and Operation and Maintenance Agreement (Contract No. 01TX-10400) between BPA and Seller, as successor in interest to Goldendale Energy, Inc., dated December 9, 2001, as amended.

Control Area Services Agreement (Contract No. 01TX-10399) between BPA and Seller, as successor in interest to Goldendale Energy, Inc., dated December 9, 2001, as amended.

Equipment Leases

Equipment Lease dated March 10, 2005, by and between Seller and Key Equipment Finance, Inc. for the lease of a Sharp copier (Model ARBC260).

SCHEDULE 1.1(f)

Other Contracts

Farm Lease, dated May 1, 2002, by and between Calpine, as successor in interest to Goldendale Energy, Inc., and Karl A. Enyeart, pursuant to which Calpine leases a certain portion of one of the parcels of Owned Real Property to Mr. Enyeart. Such lease is currently in the name of Calpine and will be transferred to Seller (and contributed to New LLC) prior to the Closing.

SCHEDULE 1.1(i)

Permits

<u>Permit</u>	<u>Issuing Agency</u>
Phase II Acid Rain Permit No.02AQCR-4524 Second Rev.	Ecology
NOC Order (Notice of Construction) 01AQCR-2037 Second Revision	Ecology
Waste Water Discharge Permit ST-9236	Ecology
General Industrial Stormwater Permit Revision 1/14/2005	Ecology
Hazardous Waste RCRA Site ID No: WAH000025171	Ecology
Mitigated Determination of Nonsignificance	City of Goldendale

Additionally, we have been informed by the State of Washington Department of Ecology that they will soon be sending a copy of a forthcoming Title V Air Permit (draft permit No. 05 AQ-C025 is attached hereto) to be issued to the Power Plant to the Environmental Protection Agency (“EPA”) for their review. The EPA has 45 days to review and comment on this permit. We expect that the State of Washington will issue this permit to Seller within 90 days. The Acid Rain Permit and NOC Order will be incorporated into and superseded by this permit.

SCHEDULE 1.1(l)

Intangible Property

No software licenses are held by Seller (or being transferred to Buyer hereunder).

For the avoidance of doubt, none of the Calpine logo, the tradenames “Calpine”, “Calpine Corporation” and all other entity names (other than “Goldendale”) listed on Exhibit 21.1 to Calpine Corporation’s Annual Report on Form 10-K filed with the Securities and Exchange Commission on May 19, 2006 are owned by Seller (or being transferred to Buyer hereunder).

Attached is a list of certain software that will be included in the Acquired Assets if and to the extent that Buyer satisfies the terms set forth in Section 6.11.

Goldendale SW report
Software Applications, focusing on General
Software
1146 Records with:
IP Address starts with 192.168.114.

Run Date: 10/23/06
Scope:
All Domains

Product	Product	Product	Machine	Login	Serial Number
Manufacturer	Name	Version	Name	Name	(Workstation)
ACD Systems	ACDSee	3.1	GOLLGARDNERJ	gardnerj	4BNW211
ACD Systems	ACDSee Pro	8.1	TMGL84C6111	KThorp	84C6111
Adaptec	Easy CD Creator Basic	5.3	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Acrobat Distiller	5	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Acrobat Distiller	5	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Acrobat Distiller	5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Adobe	Acrobat Distiller	5	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Acrobat Distiller	6	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Acrobat Distiller for Windows	Unknown	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Acrobat Distiller for Windows	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Acrobat Distiller for Windows	Unknown	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Acrobat Distiller for Windows	Unknown	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Acrobat Reader	4	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Acrobat Reader	4	GOLOPS	lindens	D52BQ01
Adobe	Acrobat Reader	4	GOLOPS	SYSTEM	D52BQ01
Adobe	Acrobat Reader	4	GOLWDROWLAND2	Frankp	2YT8301
Adobe	Acrobat Reader	4	LT00001866	lindens	54YD111
Adobe	Acrobat Reader	4	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Acrobat Reader	4	TMGL84C6111	KThorp	84C6111
Adobe	Acrobat Reader	5	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Acrobat Reader	5	LT00001857	drowland	33TS111
Adobe	Acrobat Reader	5	LT00001866	lindens	54YD111
Adobe	Acrobat Reader	5	TMGL84C6111	KThorp	84C6111
Adobe	Acrobat Reader	5.0.5	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Acrobat Reader	5.0.5	LT00001866	lindens	54YD111
Adobe	Acrobat Reader	5.1	DT00003136	MikThompson	1H3JS01
Adobe	Acrobat Reader	5.1	GOLLGARDNERJ	gardnerj	4BNW211
Adobe	Acrobat Reader	5.1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Adobe	Acrobat Reader	5.1	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Acrobat Reader	5.1	GOLWDROWLAND2	Frankp	2YT8301
Adobe	Acrobat Reader	5.1	WS00021759	jameswel	DH5YN41
Adobe	Acrobat Reader	5.1	WS00023048	jameswel	6KTS451
Adobe	Adobe Acrobat	5	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat	5	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe Acrobat	5	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Acrobat	5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Adobe	Adobe Acrobat	5	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe Acrobat	5.0.0	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat	5.0.0	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Acrobat	5.0.0	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe Acrobat	5.0.5	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe Acrobat Standard	6	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat Standard	6	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Acrobat Elements	6	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat Elements	6	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Acrobat Standard	6	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat Standard	6	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Acrobat Standard	6.0.0	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Acrobat Standard	6.0.5	GOLWCONTROL02	KGuiney	8KTS451

Adobe	Adobe Download Manager	1.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe Download Manager	2	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe Download Manager	2	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Gamma	3, 3	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Adobe Gamma	3.3	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Adobe Gamma Loader	1	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Adobe Photoshop Album Starter Edit.	2	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Photoshop Album Starter Edit.	2	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Reader	6.0.0	GOLDSCAN01	watsonc	HZ3JM01
Adobe	Adobe Reader	6.0.0	LT00001857	drowland	33TS111
Adobe	Adobe Reader	6.0.1	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe Reader	6.0.2	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe Reader	7.0.0	DECLERUSSELL	geraldk	2G5GY71
Adobe	Adobe Reader	7.0.0	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe Reader	7.0.1	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Reader	7.0.2	DECLERUSSELL	geraldk	2G5GY71
Adobe	Adobe Reader	7.0.2	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Reader	7.0.5	DECLERUSSELL	geraldk	2G5GY71
Adobe	Adobe Reader	7.0.5	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Reader	7.0.7	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe Reader	7.0.7	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe Reader	7.0.8	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe SVG Viewer	2	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe SVG Viewer	2	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Adobe SVG Viewer	2	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe SVG Viewer	2	GOLGARDNERJ	gardnerj	4BNW211
Adobe	Adobe SVG Viewer	2	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe SVG Viewer	2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Adobe	Adobe SVG Viewer	2	LT00001857	drowland	33TS111
Adobe	Adobe SVG Viewer	2	LT00001866	lindens	54YD111
Adobe	Adobe SVG Viewer	2	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe SVG Viewer	2	TMGL84C6111	KThorp	84C6111
Adobe	Adobe SVG Viewer	5, 0	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe SVG Viewer	5, 0	GOLDSCAN01	watsonc	HZ3JM01
Adobe	Adobe SVG Viewer	5, 0	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe SVG Viewer	5, 0	LT00001857	drowland	33TS111
Adobe	Adobe SVG Viewer	5, 0	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe SVG Viewer	5	FOLLMIDDLETONM	markm	C4JVB51
Adobe	Adobe SVG Viewer	5	GOLDSCAN01	watsonc	HZ3JM01
Adobe	Adobe SVG Viewer	5	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe SVG Viewer	5	LT00001857	drowland	33TS111
Adobe	Adobe SVG Viewer	6, 0	DECLERUSSELL	geraldk	2G5GY71
Adobe	Adobe SVG Viewer	6, 0	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe SVG Viewer	6, 0	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe SVG Viewer	6, 0	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Adobe SVG Viewer	6	DECLERUSSELL	geraldk	2G5GY71
Adobe	Adobe SVG Viewer	6	GOLDLDOWNENR	RDownen	7WBJK11
Adobe	Adobe SVG Viewer	6	GOLWCONTROL02	KGuiney	8KTS451
Adobe	Adobe SVG Viewer	6	SAC2K-WMILKE2	Wmilke	3V54Y11
Adobe	Photoshop	Unknown	GOLD-WKS2	JamesWel	4XZQZ01
Adobe	Photoshop Elements	Unknown	GOLD-WKS2	JamesWel	4XZQZ01
America Online	AOL Instant Messenger	4.1	GOLD-WKS2	JamesWel	4XZQZ01
America Online	AOL Instant Messenger	4.1	GOLOPS	lindens	D52BQ01
America Online	AOL Instant Messenger	4.1	GOLOPS	SYSTEM	D52BQ01
America Online	AOL Instant Messenger	4.1	LT00001866	lindens	54YD111
America Online	AOL Instant Messenger	4.1	SAC2K-WMILKE2	Wmilke	3V54Y11

Apple	QuickTime	4.1.1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Apple	QuickTime	6.0.2	LT00001866	lindens	54YD111
Apple	QuickTime	6.1c	DECLERUSSELL	geraldk	2G5GY71
Apple	QuickTime	6.3	SAC2K-WMILKE2	Wmilke	3V54Y11
Apple	QuickTime	6.5.1	GOLD-WKS2	JamesWel	4XZQZ01
Apple	QuickTime	6.5.1	GOLDLDOWNENR	RDownen	7WBJK11
Apple	QuickTime	6.5.1	GOLWCONTROL02	KGuiney	8KTS451
Apple	QuickTime	6.5.2	WS00021759	jameswel	DH5YN41
Apple	QuickTime	7.0.3	GOLWCONTROL02	KGuiney	8KTS451
Apple	QuickTime	7.0.4	GOLLGARDNERJ	gardnerj	4BNW211
Apple	QuickTime	7.0.4	GOLWCONTROL02	KGuiney	8KTS451
Apple	QuickTime	7.1	GOLWCONTROL02	KGuiney	8KTS451
Apple	QuickTime for Win32	2.1	GOLDSCAN01	watsonc	HZ3JM01
Apple	QuickTime for Win32	2.1	LT00001866	lindens	54YD111
Apple Computer	iTunes	4.5	GOLD-WKS2	JamesWel	4XZQZ01
Apple Computer	iTunes	6	GOLLGARDNERJ	gardnerj	4BNW211
Apple Computer	iTunes	6	GOLWCONTROL02	KGuiney	8KTS451
Autodesk	AutoCAD LT 2002	8	FOLLMIDDLETONM	markm	C4JVB51
Autodesk	AutoCAD LT 2005	16.1	FOLLMIDDLETONM	markm	C4JVB51
Autodesk	Autodesk DWF Viewer	4.1	FOLLMIDDLETONM	markm	C4JVB51
Autodesk	Autodesk Learning Assistance	Unknown	FOLLMIDDLETONM	markm	C4JVB51
Autodesk	Autodesk MapGuide Viewer ActiveX	6	FOLLMIDDLETONM	markm	C4JVB51
Autodesk	Volo View Express	1.1	FOLLMIDDLETONM	markm	C4JVB51
Avenue Media	Internet Optimizer	-	GOLWCONTROL02	KGuiney	8KTS451
Avenue Media	Internet Optimizer	-	SAC2K-WMILKE2	Wmilke	3V54Y11
Avenue Media	Internet Optimizer	-	WS00023048	jameswel	6KTS451
BackWeb Technologies	BackWeb	6.1	TMGL84C6111	KThorp	84C6111
BackWeb Technologies	BackWeb Flash Player	6.1	TMGL84C6111	KThorp	84C6111
Belarc	Belarc Advisor	7	GOLLGARDNERJ	gardnerj	4BNW211
Benthic Software	Golden	5.7	GOLLGARDNERJ	gardnerj	4BNW211
Benthic Software	Golden	5.7	GOLOPS	lindens	D52BQ01
Benthic Software	Golden	5.7	TMGL84C6111	KThorp	84C6111
Chapura	Chapura Conduit Manager	1	FOLLMIDDLETONM	markm	C4JVB51
Chapura	PocketMirror	3.1	FOLLMIDDLETONM	markm	C4JVB51
Check Point Software	VPN-1 SecuRemote	Unknown	SAC2K-WMILKE2	Wmilke	3V54Y11
Cimmetry Systems	AutoVue Professional	15.3	FOLLMIDDLETONM	markm	C4JVB51
Cimmetry Systems	AutoVue Professional	15.3	GOLDSCAN01	watsonc	HZ3JM01
Cinematronics	3D Pinball	5	DECLERUSSELL	geraldk	2G5GY71
Cinematronics	3D Pinball	5	DT00003136	MikThompson	1H3JS01
Cinematronics	3D Pinball	5	FOLLMIDDLETONM	markm	C4JVB51
Cinematronics	3D Pinball	5	GOLD-WKS2	JamesWel	4XZQZ01
Cinematronics	3D Pinball	5	GOLDLDOWNENR	RDownen	7WBJK11
Cinematronics	3D Pinball	5	GOLDSCAN01	watsonc	HZ3JM01
Cinematronics	3D Pinball	5	GOLLGARDNERJ	gardnerj	4BNW211
Cinematronics	3D Pinball	5	GOLOPS	lindens	D52BQ01
Cinematronics	3D Pinball	5	GOLOPS	SYSTEM	D52BQ01
Cinematronics	3D Pinball	5	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Cinematronics	3D Pinball	5	GOLWCONTROL02	KGuiney	8KTS451
Cinematronics	3D Pinball	5	GOLWDROWLAND2	Frankp	2YT8301
Cinematronics	3D Pinball	5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Cinematronics	3D Pinball	5	LT00001857	drowland	33TS111
Cinematronics	3D Pinball	5	LT00001866	lindens	54YD111
Cinematronics	3D Pinball	5	SAC2K-WMILKE2	Wmilke	3V54Y11
Cinematronics	3D Pinball	5	TMGL84C6111	KThorp	84C6111
Cinematronics	3D Pinball	5	WS00021759	jameswel	DH5YN41
Cinematronics	3D Pinball	5	WS00023048	jameswel	6KTS451

Cinematronics	3D Pinball	5.1	DF2V771	kraftp	3C5GY71
Cisco Systems	Cisco VPN Client	4.0 (Rel)	TMGL84C6111	KThorp	84C6111
Citrix	ICA Client for Windows (32bit)	6.01	GOLD-WKS2	JamesWel	4XZQZ01
Citrix	ICA Client for Windows (32bit)	6.3	DECLERUSSELL	geraldk	2G5GY71
Citrix	ICA Client for Windows (32bit)	6.3	DT00003136	MikThompson	1H3JS01
Citrix	ICA Client for Windows (32bit)	6.3	FOLLMIDDLETONM	markm	C4JVB51
Citrix	ICA Client for Windows (32bit)	6.3	GOLD-WKS2	JamesWel	4XZQZ01
Citrix	ICA Client for Windows (32bit)	6.3	GOLDLDOWNENR	RDownen	7WBJK11
Citrix	ICA Client for Windows (32bit)	6.3	GOLLGARDNERJ	gardnerj	4BNW211
Citrix	ICA Client for Windows (32bit)	6.3	GOLOPS	lindens	D52BQ01
Citrix	ICA Client for Windows (32bit)	6.3	GOLOPS	SYSTEM	D52BQ01
Citrix	ICA Client for Windows (32bit)	6.3	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Citrix	ICA Client for Windows (32bit)	6.3	GOLWCONTROL02	KGuiney	8KTS451
Citrix	ICA Client for Windows (32bit)	6.3	GOLWDROWLAND2	Frankp	2YT8301
Citrix	ICA Client for Windows (32bit)	6.3	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Citrix	ICA Client for Windows (32bit)	6.3	LT00001857	drowland	33TS111
Citrix	ICA Client for Windows (32bit)	6.3	LT00001866	lindens	54YD111
Citrix	ICA Client for Windows (32bit)	6.3	SAC2K-WMILKE2	Wmilke	3V54Y11
Citrix	ICA Client for Windows (32bit)	6.3	TMGL84C6111	KThorp	84C6111
Citrix	ICA Client for Windows (32bit)	6.3	WS00021759	jameswel	DH5YN41
Citrix	ICA Client for Windows (32bit)	6.3	WS00023048	jameswel	6KTS451
Comet Systems	Comet Cursor	-	WS00023048	jameswel	6KTS451
CursorArts	IconForge	7.2	GOLLGARDNERJ	gardnerj	4BNW211
CyberLink	PowerDVD	5.1	DF2V771	kraftp	3C5GY71
CyberLink	PowerDVD	5.1	GOLWCONTROL02	KGuiney	8KTS451
DivXNetworks	DivX Player	6.1.1	GOLWCONTROL02	KGuiney	8KTS451
DivXNetworks	DivX Player	6.1.1	GOLWCONTROL02	KGuiney	8KTS451
Eastman Software	Imaging for Windows	2.6	GOLDLDOWNENR	RDownen	7WBJK11
Eastman Software	Imaging for Windows	2.6	GOLLGARDNERJ	gardnerj	4BNW211
Eastman Software	Imaging for Windows	2.6	LT00001866	lindens	54YD111
Eastman Software	Imaging for Windows	2.6	TMGL84C6111	KThorp	84C6111
Eastman Software	Imaging for Windows	5	DECLERUSSELL	geraldk	2G5GY71
Eastman Software	Imaging for Windows	5	DT00003136	MikThompson	1H3JS01
Eastman Software	Imaging for Windows	5	FOLLMIDDLETONM	markm	C4JVB51
Eastman Software	Imaging for Windows	5	GOLD-WKS2	JamesWel	4XZQZ01
Eastman Software	Imaging for Windows	5	GOLDLDOWNENR	RDownen	7WBJK11
Eastman Software	Imaging for Windows	5	GOLLGARDNERJ	gardnerj	4BNW211
Eastman Software	Imaging for Windows	5	GOLOPS	lindens	D52BQ01
Eastman Software	Imaging for Windows	5	GOLOPS	SYSTEM	D52BQ01
Eastman Software	Imaging for Windows	5	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Eastman Software	Imaging for Windows	5	GOLWCONTROL02	KGuiney	8KTS451
Eastman Software	Imaging for Windows	5	GOLWDROWLAND2	Frankp	2YT8301
Eastman Software	Imaging for Windows	5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Eastman Software	Imaging for Windows	5	LT00001857	drowland	33TS111
Eastman Software	Imaging for Windows	5	LT00001866	lindens	54YD111
Eastman Software	Imaging for Windows	5	SAC2K-WMILKE2	Wmilke	3V54Y11
Eastman Software	Imaging for Windows	5	TMGL84C6111	KThorp	84C6111
Eastman Software	Imaging for Windows	5	WS00021759	jameswel	DH5YN41
Eastman Software	Imaging for Windows	5	WS00023048	jameswel	6KTS451
Eastman Software	Imaging for Windows	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
Eastman Software	Imaging for Windows	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
Eastman Software	Imaging for Windows	Unknown	LT00001866	lindens	54YD111
Eastman Software	Imaging for Windows	Unknown	TMGL84C6111	KThorp	84C6111
eSellerate	eSellerate Engine	3.5	GOLWCONTROL02	KGuiney	8KTS451
ESRI	ArcReader	9.1	FOLLMIDDLETONM	markm	C4JVB51
ESRI	ArcToolbox	9.1	FOLLMIDDLETONM	markm	C4JVB51

ESRI	ArcView	9.1	FOLLMIDDLETONM	markm	C4JVB51
ESRI	ArcView GIS	3.2	FOLLMIDDLETONM	markm	C4JVB51
ESRI	MapObjects	2	FOLLMIDDLETONM	markm	C4JVB51
ESRI	MapObjects LT	2	FOLLMIDDLETONM	markm	C4JVB51
ESRI	ModelBuilder	9.1	FOLLMIDDLETONM	markm	C4JVB51
eZula	eZula's Downloader/Installer	-	GOLWCONTROL02	KGuiney	8KTS451
eZula	TopText iLookup	-	GOLWCONTROL02	KGuiney	8KTS451
Folio	Folio Views for Windows	4.1	GDEFS1	SS_Little	D121FK41K171
FunWebProducts.com	Fun Web Products Easy Installer	1, 0	WS00023048	jameswel	6KTS451
GameHouse	Puzzle Inlay	-	WS00021759	jameswel	DH5YN41
Google	Google Earth	3	GOLD-WKS2	JamesWel	4XZQZ01
Google	Google Earth	3	TMGL84C6111	KThorp	84C6111
Google	Google Toolbar	2, 0	GOLLGARDNERJ	gardnerj	4BNW211
Google	Google Toolbar	3, 0	GOLD-WKS2	JamesWel	4XZQZ01
Google	Google Toolbar	3, 0	GOLDLDOWNENR	RDownen	7WBJK11
Google	Google Toolbar	3, 0	GOLDSCAN01	watsonc	HZ3JM01
Google	Google Toolbar	3, 0	GOLLGARDNERJ	gardnerj	4BNW211
Google	Google Toolbar	3, 0	GOLWCONTROL02	KGuiney	8KTS451
Google	Google Toolbar	3, 0	LT00001857	drowland	33TS111
Google	Google Toolbar	3, 0	TMGL84C6111	KThorp	84C6111
Google	Google Toolbar	3, 0	WS00023048	jameswel	6KTS451
Google	Google Toolbar	3	GOLD-WKS2	JamesWel	4XZQZ01
Google	Google Toolbar	3	GOLDLDOWNENR	RDownen	7WBJK11
Google	Google Toolbar	3	GOLDSCAN01	watsonc	HZ3JM01
Google	Google Toolbar	3	GOLWCONTROL02	KGuiney	8KTS451
Google	Google Toolbar	3	LT00001857	drowland	33TS111
Google	Google Toolbar	3	TMGL84C6111	KThorp	84C6111
Google	Google Toolbar	4	DECLERUSSELL	geraldk	2G5GY71
Google	Google Toolbar	4	GOLLGARDNERJ	gardnerj	4BNW211
Google	Google Toolbar	4	WS00023048	jameswel	6KTS451
Google	Google Toolbar for IE	2, 0	GOLDSCAN01	watsonc	HZ3JM01
Google	Google Toolbar for IE	2, 0	GOLWCONTROL02	KGuiney	8KTS451
Google	Google Toolbar for IE	2	GOLDSCAN01	watsonc	HZ3JM01
Google	Google Toolbar for IE	3, 0	GOLD-WKS2	JamesWel	4XZQZ01
Google	Google Toolbar for IE	3, 0	GOLDLDOWNENR	RDownen	7WBJK11
Google	Google Toolbar for IE	3, 0	GOLLGARDNERJ	gardnerj	4BNW211
Google	Google Toolbar for IE	3, 0	GOLWCONTROL02	KGuiney	8KTS451
Google	Google Toolbar for IE	3, 0	TMGL84C6111	KThorp	84C6111
Google	Google Toolbar for IE	3, 0	WS00023048	jameswel	6KTS451
Google	Google Toolbar for IE	3	DECLERUSSELL	geraldk	2G5GY71
Google	Google Toolbar for IE	3	GOLLGARDNERJ	gardnerj	4BNW211
Google	Google Toolbar for IE	3	WS00023048	jameswel	6KTS451
Google	Google Toolbar for IE	4	GOLDLDOWNENR	RDownen	7WBJK11
Google	Google Toolbar for IE	4	GOLWCONTROL02	KGuiney	8KTS451
Hamrick Software	VuePrint	7.7	GOLD-WKS2	JamesWel	4XZQZ01
Hamrick Software	VuePrint	7.7	GOLOPS	SYSTEM	D52BQ01
Hewlett-Packard	HP PhotoSmart Photo Printing	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
Hewlett-Packard	HP PhotoSmart Photo Printing	Unknown	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Hewlett-Packard	HP PhotoSmart Photo Printing	Unknown	TMGL84C6111	KThorp	84C6111
Hewlett-Packard	HP PhotoSmart Photo Printing	Unknown	WS00021759	jameswel	DH5YN41
Hewlett-Packard	HP PhotoSmart Photo Printing	Unknown	WS00023048	jameswel	6KTS451
Hewlett-Packard	HP Web JetAdmin	6.2	GDEFS1	SS_Little	D121FK41K171
I.R.I.S.	Readiris for Win32	Unknown	TMGL84C6111	KThorp	84C6111
IMSI	TurboCAD Professional	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
Integrated Search Technologies	PowerScan	1, 1	WS00023048	jameswel	6KTS451
Integrated Search Technologies	SideFind	-	WS00023048	jameswel	6KTS451

InterVideo	WinDVD	4	DECLERUSSELL	geraldk	2G5GY71
InterVideo	WinDVD	4	FOLLMIDDLETONM	markm	C4JVB51
Intuit	Quicken 2003 Deluxe	10	TMGL84C6111	KThorp	84C6111
Irfan Skiljan	IrfanView	3.92	WS00021759	jameswel	DH5YN41
Jan Debis	LeechFTP	1.3	GDEFS1	SYSTEM	D233JZG1D139
Jan Debis	LeechFTP	1.3	GOLDLDOWNENR	RDownen	7WBJK11
Lavasoft	Ad-aware	6	GOLD-WKS2	JamesWel	4XZQZ01
Lavasoft	Ad-aware	6	GOLOPS	lindens	D52BQ01
Lavasoft	Ad-aware	6	GOLOPS	SYSTEM	D52BQ01
Lavasoft	Ad-Aware SE Personal	-	LT00001857	drowland	33TS111
Lavasoft	Ad-Aware SE Personal	1.06	GOLD-WKS2	JamesWel	4XZQZ01
Lavasoft	Ad-Aware SE Personal	1.06	GOLWCONTROL02	KGuiney	8KTS451
Lavasoft	Ad-Aware SE Personal	1.06	WS00021759	jameswel	DH5YN41
Lavasoft	Ad-Aware SE Personal	1.06	WS00023048	jameswel	6KTS451
Macromedia	Captivate	1	SAC2K-WMILKE2	Wmilke	3V54Y11
Macromedia	Macromedia Flash Player	8.0	DECLERUSSELL	geraldk	2G5GY71
Macromedia	Macromedia Flash Player	8.0	GOLD-WKS2	JamesWel	4XZQZ01
Macromedia	Macromedia Flash Player	8.0	GOLLGARDNERJ	gardnerj	4BNW211
Macromedia	Macromedia Flash Player	8.0	GOLWCONTROL02	KGuiney	8KTS451
Macromedia	Macromedia Flash Player	8.0	LT00001857	drowland	33TS111
Macromedia	Macromedia Flash Player	8.0	WS00021759	jameswel	DH5YN41
Macromedia	Macromedia Flash Player	8.0	WS00023048	jameswel	6KTS451
Macromedia	Macromedia Flash Player	8	DECLERUSSELL	geraldk	2G5GY71
Macromedia	Macromedia Flash Player	8	GOLD-WKS2	JamesWel	4XZQZ01
Macromedia	Macromedia Flash Player	8	GOLLGARDNERJ	gardnerj	4BNW211
Macromedia	Macromedia Flash Player	8	GOLWCONTROL02	KGuiney	8KTS451
Macromedia	Macromedia Flash Player	8	WS00021759	jameswel	DH5YN41
Macromedia	Macromedia Flash Player	8	WS00023048	jameswel	6KTS451
Macromedia	Macromedia Flash Player	8.022	DECLERUSSELL	geraldk	2G5GY71
Macromedia	Macromedia Flash Player	8.024	DECLERUSSELL	geraldk	2G5GY71
Macromedia	Macromedia Flash Player	8.024	GOLWCONTROL02	KGuiney	8KTS451
Macromedia	Macromedia Flash Player	8.024	GOLWDROWLAND2	Frankp	2YT8301
Macromedia	Macromedia Flash Player	8.024	LT00001857	drowland	33TS111
Macromedia	Shockwave	8.5	SAC2K-WMILKE2	Wmilke	3V54Y11
Macromedia	Shockwave Player	10.1	GOLD-WKS2	JamesWel	4XZQZ01
Macromedia	Shockwave Player	10.1	GOLDSCAN01	watsonc	HZ3JM01
Macromedia	Shockwave Player	10.1	GOLWCONTROL02	KGuiney	8KTS451
Macromedia	Shockwave Player	10.1	LT00001857	drowland	33TS111
Macromedia	Shockwave Player	10.1	WS00023048	jameswel	6KTS451
McAfee	McAfee SiteAdvisor	1.6	GOLLGARDNERJ	gardnerj	4BNW211
McAfee	McAfee SiteAdvisor	1.6	LT00001857	drowland	33TS111
Merijn	CWSHredder	2.1	LT00001857	drowland	33TS111
Merijn	HijackThis	1.9	LT00001857	drowland	33TS111
Microsoft	.NET Framework	1.1.4322.2032	DECLERUSSELL	geraldk	2G5GY71
Microsoft	.NET Framework	1.1.4322.2032	DF2VV771	kraftp	3C5GY71
Microsoft	.NET Framework	1.1.4322.2032	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	.NET Framework	1.1.4322.2032	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	.NET Framework	1.1.4322.2032	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	.NET Framework	1.1.4322.2032	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	.NET Framework	1.1.4322.2032	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	.NET Framework	1.1.4322.2032	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	.NET Framework	2.0.50727.42	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	.NET Framework	2.0.50727.42	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	.NET Framework	Unknown	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Access 2000	9.0 SP-2	DT00003136	MikThompson	1H3JS01
Microsoft	Access 2000	9.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11

Microsoft	Access 2000	9.0 SP-2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Access 2000	9.0 SP-2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Access 2000	9.0 SP-2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Access 2000	9.0 SP-2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Access 2000	9.0 SP-2	LT00001857	drowland	33TS111
Microsoft	Access 2000	9.0 SP-3	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Access 2000	9.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Access 2000	9.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Access 2000	9.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	Access 2000	9.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	Access 2000	9.0 SR-1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Access 2000	9.0 SR-1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Access 2000	9.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	Access 2000	9.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Access 2000	9.0 SR-1	LT00001866	lindens	54YD111
Microsoft	Access 2000	9.0 SR-1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Access 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Microsoft	Access 97	8.0 SR-2	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Age of Empires II	2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Direct Mail Manager	2	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Direct Mail Manager	2	DT00003136	MikThompson	1H3JS01
Microsoft	Direct Mail Manager	2	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Direct Mail Manager	2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Direct Mail Manager	2	GOLOPS	lindens	D52BQ01
Microsoft	Direct Mail Manager	2	GOLOPS	SYSTEM	D52BQ01
Microsoft	Direct Mail Manager	2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Direct Mail Manager	2	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Direct Mail Manager	2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Direct Mail Manager	2	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Excel 2000	9.0 SP-2	DT00003136	MikThompson	1H3JS01
Microsoft	Excel 2000	9.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Excel 2000	9.0 SP-2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Excel 2000	9.0 SP-2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Excel 2000	9.0 SP-2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Excel 2000	9.0 SP-2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Excel 2000	9.0 SP-2	LT00001857	drowland	33TS111
Microsoft	Excel 2000	9.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Excel 2000	9.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Excel 2000	9.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	Excel 2000	9.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	Excel 2000	9.0 SP-3 *1	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Excel 2000	9.0 SP-3 *1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Excel 2000	9.0 SR-1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Excel 2000	9.0 SR-1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Excel 2000	9.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	Excel 2000	9.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Excel 2000	9.0 SR-1	LT00001866	lindens	54YD111
Microsoft	Excel 2000	9.0 SR-1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Excel 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Microsoft	FreeCell	-	DECLERUSSELL	geraldk	2G5GY71
Microsoft	FreeCell	-	DF2V771	kraftp	3C5GY71
Microsoft	FreeCell	-	DT00003136	MikThompson	1H3JS01
Microsoft	FreeCell	-	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	FreeCell	-	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	FreeCell	-	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	FreeCell	-	GOLDSCAN01	watsonc	HZ3JM01

Microsoft	FreeCell	-	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	FreeCell	-	GOLOPS	lindens	D52BQ01
Microsoft	FreeCell	-	GOLOPS	SYSTEM	D52BQ01
Microsoft	FreeCell	-	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	FreeCell	-	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	FreeCell	-	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	FreeCell	-	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	FreeCell	-	LT00001857	drowland	33TS111
Microsoft	FreeCell	-	LT00001866	lindens	54YD111
Microsoft	FreeCell	-	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	FreeCell	-	TMGL84C6111	KThorp	84C6111
Microsoft	FreeCell	-	WS00021759	jameswel	DH5YN41
Microsoft	FreeCell	-	WS00023048	jameswel	6KTS451
Microsoft	Hearts Network for Win32	-	DF2VV771	kraftp	3C5GY71
Microsoft	Internet Explorer	6	DF2VV771	kraftp	3C5GY71
Microsoft	Internet Explorer	6	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Internet Explorer	6.0 SP1	DECLERUSSELL	geralck	2G5GY71
Microsoft	Internet Explorer	6.0 SP1	DT00003136	MikThompson	1H3JS01
Microsoft	Internet Explorer	6.0 SP1	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Internet Explorer	6.0 SP1	GDEFS1	SS_Little	D121FK41K171
Microsoft	Internet Explorer	6.0 SP1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Internet Explorer	6.0 SP1	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Internet Explorer	6.0 SP1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Internet Explorer	6.0 SP1	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Internet Explorer	6.0 SP1	GOLOPS	lindens	D52BQ01
Microsoft	Internet Explorer	6.0 SP1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Internet Explorer	6.0 SP1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Internet Explorer	6.0 SP1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Internet Explorer	6.0 SP1	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Internet Explorer	6.0 SP1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Internet Explorer	6.0 SP1	LT00001857	drowland	33TS111
Microsoft	Internet Explorer	6.0 SP1	LT00001866	lindens	54YD111
Microsoft	Internet Explorer	6.0 SP1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Internet Explorer	6.0 SP1	TMGL84C6111	KThorp	84C6111
Microsoft	Internet Explorer	6.0 SP1	WS00021759	jameswel	DH5YN41
Microsoft	Internet Explorer	6.0 SP1	WS00023048	jameswel	6KTS451
Microsoft	Internet Explorer	Unknown	GDEFS1	SS_Little	D121FK41K171
Microsoft	Internet Explorer for WinNT	2	GDEFS1	SS_Little	D121FK41K171
Microsoft	Internet Information Server	2	GDEFS1	SS_Little	D121FK41K171
Microsoft	MapPoint 2002	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Microsoft Business Planner	1	DECLERUSSELL	geralck	2G5GY71
Microsoft	Microsoft Business Planner	1	DT00003136	MikThompson	1H3JS01
Microsoft	Microsoft Business Planner	1	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Microsoft Business Planner	1	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Microsoft Business Planner	1	GOLOPS	lindens	D52BQ01
Microsoft	Microsoft Business Planner	1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Microsoft Business Planner	1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Microsoft Business Planner	1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Microsoft Business Planner	1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Microsoft Business Planner	1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Microsoft Draw 98	8.2	DECLERUSSELL	geralck	2G5GY71
Microsoft	Microsoft Draw 98	8.2	DT00003136	MikThompson	1H3JS01
Microsoft	Microsoft Draw 98	8.2	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Microsoft Draw 98	8.2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Microsoft Draw 98	8.2	GOLOPS	lindens	D52BQ01
Microsoft	Microsoft Draw 98	8.2	GOLOPS	SYSTEM	D52BQ01

Microsoft	Microsoft Draw 98	8.2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Microsoft Draw 98	8.2	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Microsoft Draw 98	8.2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Microsoft Draw 98	8.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Microsoft Draw 98	8.2	WS00021759	jameswel	DH5YN41
Microsoft	Microsoft Draw 98	8.2	WS00023048	jameswel	6KTS451
Microsoft	Microsoft Reader	2.1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Microsoft Reader	2.1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Microsoft Reader	2.1	WS00021759	jameswel	DH5YN41
Microsoft	Microsoft Streets & Trips 2002	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Microsoft Streets & Trips 2002	9	TMGL84C6111	KThorp	84C6111
Microsoft	Microsoft Visio 2002	10.0 Pro	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Microsoft Visio 2002	10.0 Pro	GDEFS1	SS_Little	D121FK41K171
Microsoft	Microsoft Visio 2002	10.0 Pro	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Microsoft Visio 2002	10.0 Pro	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Microsoft Visio 2002	10.0 Pro	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Microsoft Visio 2002	10.0 Pro	LT00001857	drowland	33TS111
Microsoft	Microsoft Visio 2002	10.0 Pro	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Microsoft Visio 2002	10.0 Pro	TMGL84C6111	KThorp	84C6111
Microsoft	Microsoft Visio 2002	10.0 Pro	WS00023048	jameswel	6KTS451
Microsoft	Microsoft Visio 2002 Professional	10	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Microsoft Visio 2002 Professional	10	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Microsoft Visio 2002 Professional	10	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Microsoft Visio 2002 Professional	10	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Microsoft Visio 2002 Professional	10	LT00001857	drowland	33TS111
Microsoft	Microsoft Visio 2002 Professional	10	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Microsoft Visio 2002 Professional	10	TMGL84C6111	KThorp	84C6111
Microsoft	Microsoft Visio 2002 Professional	10	WS00023048	jameswel	6KTS451
Microsoft	Microsoft Visio 2002Professional	10.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Microsoft Visio 2002Professional	10.0 SP-2	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Minesweeper	-	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Minesweeper	-	DF2VV771	kraftp	3C5GY71
Microsoft	Minesweeper	-	DT00003136	MikThompson	1H3JS01
Microsoft	Minesweeper	-	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Minesweeper	-	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Minesweeper	-	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Minesweeper	-	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Minesweeper	-	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Minesweeper	-	GOLOPS	lindens	D52BQ01
Microsoft	Minesweeper	-	GOLOPS	SYSTEM	D52BQ01
Microsoft	Minesweeper	-	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Minesweeper	-	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Minesweeper	-	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Minesweeper	-	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Minesweeper	-	LT00001857	drowland	33TS111
Microsoft	Minesweeper	-	LT00001866	lindens	54YD111
Microsoft	Minesweeper	-	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Minesweeper	-	TMGL84C6111	KThorp	84C6111
Microsoft	Minesweeper	-	WS00021759	jameswel	DH5YN41
Microsoft	Minesweeper	-	WS00023048	jameswel	6KTS451
Microsoft	MSN Messenger	6.1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	MSN Messenger	7.0 beta	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	NetMeeting	3.01	DECLERUSSELL	geraldk	2G5GY71
Microsoft	NetMeeting	3.01	DF2VV771	kraftp	3C5GY71
Microsoft	NetMeeting	3.01	DT00003136	MikThompson	1H3JS01
Microsoft	NetMeeting	3.01	FOLLMIDDLETONM	markm	C4JVB51

Microsoft	NetMeeting	3.01	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	NetMeeting	3.01	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	NetMeeting	3.01	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	NetMeeting	3.01	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	NetMeeting	3.01	GOLOPS	lindens	D52BQ01
Microsoft	NetMeeting	3.01	GOLOPS	SYSTEM	D52BQ01
Microsoft	NetMeeting	3.01	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	NetMeeting	3.01	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	NetMeeting	3.01	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	NetMeeting	3.01	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	NetMeeting	3.01	LT00001857	drowland	33TS111
Microsoft	NetMeeting	3.01	LT00001866	lindens	54YD111
Microsoft	NetMeeting	3.01	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	NetMeeting	3.01	TMGL84C6111	KThorp	84C6111
Microsoft	NetMeeting	3.01	WS00021759	jameswel	DH5YN41
Microsoft	NetMeeting	3.01	WS00023048	jameswel	6KTS451
Microsoft	Office 2000 Professional	9	DECLERUSSELL	geraldd	2G5GY71
Microsoft	Office 2000 Professional	9	DT00003136	MikThompson	1H3JS01
Microsoft	Office 2000 Professional	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Office 2000 Professional	9	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Office 2000 Professional	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Office 2000 Professional	9	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Office 2000 Professional	9	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Office 2000 Professional	9	GOLOPS	lindens	D52BQ01
Microsoft	Office 2000 Professional	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Office 2000 Professional	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Office 2000 Professional	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Office 2000 Professional	9	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Office 2000 Professional	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Office 2000 Professional	9	LT00001857	drowland	33TS111
Microsoft	Office 2000 Professional	9	LT00001866	lindens	54YD111
Microsoft	Office 2000 Professional	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Office 2000 Professional	9	TMGL84C6111	KThorp	84C6111
Microsoft	Office 2000 Professional	9	WS00021759	jameswel	DH5YN41
Microsoft	Office 2000 Professional	9	WS00023048	jameswel	6KTS451
Microsoft	Office 2000 Small Business	9	DECLERUSSELL	geraldd	2G5GY71
Microsoft	Office 2000 Small Business	9	DT00003136	MikThompson	1H3JS01
Microsoft	Office 2000 Small Business	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Office 2000 Small Business	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Office 2000 Small Business	9	GOLOPS	lindens	D52BQ01
Microsoft	Office 2000 Small Business	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Office 2000 Small Business	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Office 2000 Small Business	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Office 2000 Small Business	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Office 2000 Small Business	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Office 2000 Taskbar	9	DECLERUSSELL	geraldd	2G5GY71
Microsoft	Office 2000 Taskbar	9	DT00003136	MikThompson	1H3JS01
Microsoft	Office 2000 Taskbar	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Office 2000 Taskbar	9	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Office 2000 Taskbar	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Office 2000 Taskbar	9	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Office 2000 Taskbar	9	GOLOPS	lindens	D52BQ01
Microsoft	Office 2000 Taskbar	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Office 2000 Taskbar	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Office 2000 Taskbar	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Office 2000 Taskbar	9	GOLWDROWLAND2	Frankp	2YT8301

Microsoft	Office 2000 Taskbar	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Office 2000 Taskbar	9	LT00001857	drowland	33TS111
Microsoft	Office 2000 Taskbar	9	LT00001866	lindens	54YD111
Microsoft	Office 2000 Taskbar	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Office 2000 Taskbar	9	TMGL84C6111	KThorp	84C6111
Microsoft	Office 2000 Taskbar	9	WS00021759	jameswel	DH5YN41
Microsoft	Office 2000 Taskbar	9	WS00023048	jameswel	6KTS451
Microsoft	Outlook 2000	9.0 SP-2	DT00003136	MikThompson	1H3JS01
Microsoft	Outlook 2000	9.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Outlook 2000	9.0 SP-2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Outlook 2000	9.0 SP-2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Outlook 2000	9.0 SP-2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Outlook 2000	9.0 SP-2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Outlook 2000	9.0 SP-2	LT00001857	drowland	33TS111
Microsoft	Outlook 2000	9.0 SP-3	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Outlook 2000	9.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Outlook 2000	9.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Outlook 2000	9.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	Outlook 2000	9.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	Outlook 2000	9.0 SR-1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Outlook 2000	9.0 SR-1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Outlook 2000	9.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	Outlook 2000	9.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Outlook 2000	9.0 SR-1	LT00001866	lindens	54YD111
Microsoft	Outlook 2000	9.0 SR-1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Outlook 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Microsoft	Outlook Express	6	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Outlook Express	6	DF2VV771	kraftp	3C5GY71
Microsoft	Outlook Express	6	DT00003136	MikThompson	1H3JS01
Microsoft	Outlook Express	6	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Outlook Express	6	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Outlook Express	6	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Outlook Express	6	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Outlook Express	6	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Outlook Express	6	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Outlook Express	6	GOLOPS	lindens	D52BQ01
Microsoft	Outlook Express	6	GOLOPS	SYSTEM	D52BQ01
Microsoft	Outlook Express	6	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Outlook Express	6	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Outlook Express	6	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Outlook Express	6	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Outlook Express	6	LT00001857	drowland	33TS111
Microsoft	Outlook Express	6	LT00001866	lindens	54YD111
Microsoft	Outlook Express	6	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Outlook Express	6	TMGL84C6111	KThorp	84C6111
Microsoft	Outlook Express	6	WS00021759	jameswel	DH5YN41
Microsoft	Outlook Express	6	WS00023048	jameswel	6KTS451
Microsoft	PowerPoint 2000	9.0 SP-2	DT00003136	MikThompson	1H3JS01
Microsoft	PowerPoint 2000	9.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	PowerPoint 2000	9.0 SP-2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	PowerPoint 2000	9.0 SP-2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	PowerPoint 2000	9.0 SP-2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	PowerPoint 2000	9.0 SP-2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	PowerPoint 2000	9.0 SP-2	LT00001857	drowland	33TS111
Microsoft	PowerPoint 2000	9.0 SP-3	DECLERUSSELL	geraldk	2G5GY71
Microsoft	PowerPoint 2000	9.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51

Microsoft	PowerPoint 2000	9.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	PowerPoint 2000	9.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	PowerPoint 2000	9.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	PowerPoint 2000	9.0 SR-1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	PowerPoint 2000	9.0 SR-1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	PowerPoint 2000	9.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	PowerPoint 2000	9.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	PowerPoint 2000	9.0 SR-1	LT00001866	lindens	54YD111
Microsoft	PowerPoint 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Microsoft	PowerPoint 2002	10	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	PowerPoint Viewer 97	8	DECLERUSSELL	geraldk	2G5GY71
Microsoft	PowerPoint Viewer 97	8	DT00003136	MikThompson	1H3JS01
Microsoft	PowerPoint Viewer 97	8	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	PowerPoint Viewer 97	8	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	PowerPoint Viewer 97	8	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	PowerPoint Viewer 97	8	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	PowerPoint Viewer 97	8	GOLOPS	lindens	D52BQ01
Microsoft	PowerPoint Viewer 97	8	GOLOPS	SYSTEM	D52BQ01
Microsoft	PowerPoint Viewer 97	8	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	PowerPoint Viewer 97	8	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	PowerPoint Viewer 97	8	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	PowerPoint Viewer 97	8	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	PowerPoint Viewer 97	8	LT00001857	drowland	33TS111
Microsoft	PowerPoint Viewer 97	8	LT00001866	lindens	54YD111
Microsoft	PowerPoint Viewer 97	8	TMGL84C6111	KThorp	84C6111
Microsoft	PowerPoint Viewer 97	8	WS00021759	jameswel	DH5YN41
Microsoft	PowerPoint Viewer 97	8	WS00023048	jameswel	6KTS451
Microsoft	Project 2000	9.0 SR-1	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Project 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Microsoft	Project Professional 2002	10	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Project Professional 2002	10	WS00023048	jameswel	6KTS451
Microsoft	Publisher 2000	6.0 SP-3	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Publisher 2000	6.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Publisher 2000	6.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Publisher 2000	6.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	Publisher 2000	6.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	Publisher 2000	6.0 SR-1	DT00003136	MikThompson	1H3JS01
Microsoft	Publisher 2000	6.0 SR-1	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Publisher 2000	6.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	Publisher 2000	6.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Publisher 2000	6.0 SR-1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Publisher 2000	6.0 SR-1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Publisher 2000	6.0 SR-1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Schedule+ for Win95	7.5	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Schedule+ for Win95	7.5	DT00003136	MikThompson	1H3JS01
Microsoft	Schedule+ for Win95	7.5	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Schedule+ for Win95	7.5	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Schedule+ for Win95	7.5	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Schedule+ for Win95	7.5	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Schedule+ for Win95	7.5	GOLOPS	lindens	D52BQ01
Microsoft	Schedule+ for Win95	7.5	GOLOPS	SYSTEM	D52BQ01
Microsoft	Schedule+ for Win95	7.5	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Schedule+ for Win95	7.5	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Schedule+ for Win95	7.5	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Schedule+ for Win95	7.5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Schedule+ for Win95	7.5	LT00001857	drowland	33TS111

Microsoft	Schedule+ for Win95	7.5	LT00001866	lindens	54YD111
Microsoft	Schedule+ for Win95	7.5	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Schedule+ for Win95	7.5	TMGL84C6111	KThorp	84C6111
Microsoft	Schedule+ for Win95	7.5	WS00021759	jameswel	DH5YN41
Microsoft	Schedule+ for Win95	7.5	WS00023048	jameswel	6KTS451
Microsoft	Small Business Customer Manager	9	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Small Business Customer Manager	9	DT00003136	MikThompson	1H3JS01
Microsoft	Small Business Customer Manager	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Small Business Customer Manager	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Small Business Customer Manager	9	GOLOPS	lindens	D52BQ01
Microsoft	Small Business Customer Manager	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Small Business Customer Manager	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Small Business Customer Manager	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Small Business Customer Manager	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Small Business Customer Manager	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Small Business Financial Manager	9	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Small Business Financial Manager	9	DT00003136	MikThompson	1H3JS01
Microsoft	Small Business Financial Manager	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Small Business Financial Manager	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Small Business Financial Manager	9	GOLOPS	lindens	D52BQ01
Microsoft	Small Business Financial Manager	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Small Business Financial Manager	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Small Business Financial Manager	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Small Business Financial Manager	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Small Business Financial Manager	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	SMS Client	2.0 SP5	DT00003136	MikThompson	1H3JS01
Microsoft	SMS Client	2.0 SP5	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	SMS Client	2.0 SP5	GDEFS1	SS_Little	D121FK41K171
Microsoft	SMS Client	2.0 SP5	GOLOPS	lindens	D52BQ01
Microsoft	SMS Client	2.0 SP5	GOLOPS	SYSTEM	D52BQ01
Microsoft	SMS Client	2.0 SP5	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	SMS Client	2.0 SP5	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	SMS Client	2.0 SP5	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	SMS Client	2.0 SP5	WS00021759	jameswel	DH5YN41
Microsoft	SMS Client	2003 SP1	DECLERUSSELL	geraldk	2G5GY71
Microsoft	SMS Client	2003 SP1	DF2VV771	kraftp	3C5GY71
Microsoft	SMS Client	2003 SP1	DT00003136	MikThompson	1H3JS01
Microsoft	SMS Client	2003 SP1	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	SMS Client	2003 SP1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	SMS Client	2003 SP1	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	SMS Client	2003 SP1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	SMS Client	2003 SP1	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	SMS Client	2003 SP1	GOLOPS	lindens	D52BQ01
Microsoft	SMS Client	2003 SP1	GOLOPS	SYSTEM	D52BQ01
Microsoft	SMS Client	2003 SP1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	SMS Client	2003 SP1	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	SMS Client	2003 SP1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	SMS Client	2003 SP1	LT00001857	drowland	33TS111
Microsoft	SMS Client	2003 SP1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	SMS Client	2003 SP1	TMGL84C6111	KThorp	84C6111
Microsoft	SMS Client	2003 SP1	WS00021759	jameswel	DH5YN41
Microsoft	SMS Client	2003 SP1	WS00023048	jameswel	6KTS451
Microsoft	SMS Client	Unknown	DECLERUSSELL	geraldk	2G5GY71
Microsoft	SMS Client	Unknown	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	SMS Client	Unknown	GOLOPS	lindens	D52BQ01
Microsoft	Snapshot Viewer	10	DECLERUSSELL	geraldk	2G5GY71

Microsoft	Snapshot Viewer	10	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Snapshot Viewer	9	DT00003136	MikThompson	1H3JS01
Microsoft	Snapshot Viewer	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Snapshot Viewer	9	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Snapshot Viewer	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Snapshot Viewer	9	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Snapshot Viewer	9	GOLOPS	lindens	D52BQ01
Microsoft	Snapshot Viewer	9	GOLOPS	SYSTEM	D52BQ01
Microsoft	Snapshot Viewer	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Snapshot Viewer	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Snapshot Viewer	9	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Snapshot Viewer	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Snapshot Viewer	9	LT00001857	drowland	33TS111
Microsoft	Snapshot Viewer	9	LT00001866	lindens	54YD111
Microsoft	Snapshot Viewer	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Snapshot Viewer	9	TMGL84C6111	KThorp	84C6111
Microsoft	Snapshot Viewer	9	WS00021759	jameswel	DH5YN41
Microsoft	Snapshot Viewer	9	WS00023048	jameswel	6KTS451
Microsoft	Solitaire	-	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Solitaire	-	DF2V771	kraftp	3C5GY71
Microsoft	Solitaire	-	DT00003136	MikThompson	1H3JS01
Microsoft	Solitaire	-	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Solitaire	-	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Solitaire	-	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Solitaire	-	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Solitaire	-	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Solitaire	-	GOLOPS	lindens	D52BQ01
Microsoft	Solitaire	-	GOLOPS	SYSTEM	D52BQ01
Microsoft	Solitaire	-	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Solitaire	-	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Solitaire	-	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Solitaire	-	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Solitaire	-	LT00001857	drowland	33TS111
Microsoft	Solitaire	-	LT00001866	lindens	54YD111
Microsoft	Solitaire	-	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Solitaire	-	TMGL84C6111	KThorp	84C6111
Microsoft	Solitaire	-	WS00021759	jameswel	DH5YN41
Microsoft	Solitaire	-	WS00023048	jameswel	6KTS451
Microsoft	Speech API	4	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Speech API	4	DT00003136	MikThompson	1H3JS01
Microsoft	Speech API	4	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Speech API	4	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Speech API	4	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Speech API	4	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Speech API	4	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Speech API	4	GOLOPS	lindens	D52BQ01
Microsoft	Speech API	4	GOLOPS	SYSTEM	D52BQ01
Microsoft	Speech API	4	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Speech API	4	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Speech API	4	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Speech API	4	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Speech API	4	LT00001857	drowland	33TS111
Microsoft	Speech API	4	LT00001866	lindens	54YD111
Microsoft	Speech API	4	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Speech API	4	TMGL84C6111	KThorp	84C6111
Microsoft	Speech API	4	WS00021759	jameswel	DH5YN41

Microsoft	Speech API	4	WS00023048	jameswel	6KTS451
Microsoft	SQL Server 2000 Desktop Engine	8.00.384	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	SQL Server 2000 Desktop Engine	8.00.384	LT00001857	drowland	33TS111
Microsoft	Visio 2000	6.0 SR-1 Pro	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Visio 2000	6.0 SR-1 Tech	GOLOPS	lindens	D52BQ01
Microsoft	Visio 2000	6.0 SR-1 Tech	GOLOPS	SYSTEM	D52BQ01
Microsoft	Visio 2000	6.0 SR-1 Tech	LT00001866	lindens	54YD111
Microsoft	Visio Viewer 2003	11	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Visio Viewer 2003	11	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Windows Installer	2	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Windows Installer	2	DT00003136	MikThompson	1H3JS01
Microsoft	Windows Installer	2	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Windows Installer	2	GDEFS1	SS_Little	D121FK41K171
Microsoft	Windows Installer	2	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Windows Installer	2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Windows Installer	2	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Windows Installer	2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Windows Installer	2	GOLOPS	lindens	D52BQ01
Microsoft	Windows Installer	2	GOLOPS	SYSTEM	D52BQ01
Microsoft	Windows Installer	2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Windows Installer	2	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Windows Installer	2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Windows Installer	2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Windows Installer	2	LT00001857	drowland	33TS111
Microsoft	Windows Installer	2	LT00001866	lindens	54YD111
Microsoft	Windows Installer	2	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Windows Installer	2	TMGL84C6111	KThorp	84C6111
Microsoft	Windows Installer	2	WS00021759	jameswel	DH5YN41
Microsoft	Windows Installer	2	WS00023048	jameswel	6KTS451
Microsoft	Windows Installer	3	DF2V771	kraftp	3C5GY71
Microsoft	Windows Installer	3.1	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Windows Installer	3.1	DF2V771	kraftp	3C5GY71
Microsoft	Windows Installer	3.1	DT00003136	MikThompson	1H3JS01
Microsoft	Windows Installer	3.1	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Windows Installer	3.1	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Windows Installer	3.1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Windows Installer	3.1	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Windows Installer	3.1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Windows Installer	3.1	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Windows Installer	3.1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Windows Installer	3.1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Windows Installer	3.1	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Windows Installer	3.1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Windows Installer	3.1	LT00001857	drowland	33TS111
Microsoft	Windows Installer	3.1	LT00001866	lindens	54YD111
Microsoft	Windows Installer	3.1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Windows Installer	3.1	TMGL84C6111	KThorp	84C6111
Microsoft	Windows Installer	3.1	WS00021759	jameswel	DH5YN41
Microsoft	Windows Installer	3.1	WS00023048	jameswel	6KTS451
Microsoft	Windows Journal Viewer	1.5	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Windows Journal Viewer	1.5	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Windows Journal Viewer	1.5	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Windows Media Player	6.4	GDEFS1	SS_Little	D121FK41K171
Microsoft	Windows Media Player	6.4.09	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Windows Media Player	6.4.09	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Windows Media Player	7	GOLOPS	lindens	D52BQ01

Microsoft	Windows Media Player	7	GOLOPS	SYSTEM	D52BQ01
Microsoft	Windows Media Player	7.1	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Windows Media Player	7.1	LT00001866	lindens	54YD111
Microsoft	Windows Media Player	7.1	TMGL84C6111	KThorp	84C6111
Microsoft	Windows Media Player	9	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Windows Media Player	9	DF2VV771	kraftp	3C5GY71
Microsoft	Windows Media Player	9	DT00003136	MikThompson	1H3JS01
Microsoft	Windows Media Player	9	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Windows Media Player	9	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Windows Media Player	9	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Windows Media Player	9	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Windows Media Player	9	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Windows Media Player	9	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Windows Media Player	9	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Windows Media Player	9	LT00001857	drowland	33TS111
Microsoft	Windows Media Player	9	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Windows Media Player	9	WS00021759	jameswel	DH5YN41
Microsoft	Windows Media Player	9	WS00023048	jameswel	6KTS451
Microsoft	Windows Media Player	Unknown	GDEFS1	SYSTEM	D233JZG1D139
Microsoft	Windows Messenger	4.7	DF2VV771	kraftp	3C5GY71
Microsoft	Windows Movie Maker	2.1	DF2VV771	kraftp	3C5GY71
Microsoft	Word 2000	9.0 SP-2	DT00003136	MikThompson	1H3JS01
Microsoft	Word 2000	9.0 SP-2	GOLDLDOWNENR	RDownen	7WBJK11
Microsoft	Word 2000	9.0 SP-2	GOLLGARDNERJ	gardnerj	4BNW211
Microsoft	Word 2000	9.0 SP-2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Microsoft	Word 2000	9.0 SP-2	GOLWDROWLAND2	Frankp	2YT8301
Microsoft	Word 2000	9.0 SP-2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Microsoft	Word 2000	9.0 SP-2	LT00001857	drowland	33TS111
Microsoft	Word 2000	9.0 SP-3	FOLLMIDDLETONM	markm	C4JVB51
Microsoft	Word 2000	9.0 SP-3	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Word 2000	9.0 SP-3	WS00021759	jameswel	DH5YN41
Microsoft	Word 2000	9.0 SP-3	WS00023048	jameswel	6KTS451
Microsoft	Word 2000	9.0 SP-3 *1	DECLERUSSELL	geraldk	2G5GY71
Microsoft	Word 2000	9.0 SP-3 *1	GOLWCONTROL02	KGuiney	8KTS451
Microsoft	Word 2000	9.0 SR-1	GOLD-WKS2	JamesWel	4XZQZ01
Microsoft	Word 2000	9.0 SR-1	GOLDSCAN01	watsonc	HZ3JM01
Microsoft	Word 2000	9.0 SR-1	GOLOPS	lindens	D52BQ01
Microsoft	Word 2000	9.0 SR-1	GOLOPS	SYSTEM	D52BQ01
Microsoft	Word 2000	9.0 SR-1	LT00001866	lindens	54YD111
Microsoft	Word 2000	9.0 SR-1	SAC2K-WMILKE2	Wmilke	3V54Y11
Microsoft	Word 2000	9.0 SR-1	TMGL84C6111	KThorp	84C6111
Mozilla.org	Firefox	1.5	GOLLGARDNERJ	gardnerj	4BNW211
My Search	My Search Bar	-	LT00001857	drowland	33TS111
MyWebSearch	My Web Search Bar	-	DECLERUSSELL	geraldk	2G5GY71
MyWebSearch	My Web Search Bar	-	WS00023048	jameswel	6KTS451
Netscape Communications	Netscape Communicator for Win32	4.76	GOLD-WKS2	JamesWel	4XZQZ01
Netscape Communications	Netscape Communicator for Win32	4.76	GOLOPS	lindens	D52BQ01
Netscape Communications	Netscape Communicator for Win32	4.76	GOLOPS	SYSTEM	D52BQ01
Netscape Communications	Netscape Communicator for Win32	4.76	LT00001866	lindens	54YD111
Netscape Communications	Netscape Communicator for Win32	4.76	SAC2K-WMILKE2	Wmilke	3V54Y11
New.net	New.net Client	6.3	GOLWCONTROL02	KGuiney	8KTS451
Nico Mak Computing	WinZip	6.3	GOLDSCAN01	watsonc	HZ3JM01
Nico Mak Computing	WinZip for Win32	8	GDEFS1	SS_Little	D121FK41K171
Nico Mak Computing	WinZip for Win32	8	GOLD-WKS2	JamesWel	4XZQZ01
Nico Mak Computing	WinZip for Win32	8	GOLOPS	lindens	D52BQ01
Nico Mak Computing	WinZip for Win32	8	GOLOPS	SYSTEM	D52BQ01

Nico Mak Computing	WinZip for Win32	8	LT00001866	lindens	54YD111
Nico Mak Computing	WinZip for Win32	8	SAC2K-WMILKE2	Wmilke	3V54Y11
Nico Mak Computing	WinZip for Win32	8	TMGL84C6111	KThorp	84C6111
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	DECLERUSSELL	geraldk	2G5GY71
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	DF2V771	kraftp	3C5GY71
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	DT00003136	MikThompson	1H3JS01
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	FOLLMIDDLETONM	markm	C4JVB51
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GDEFS1	SYSTEM	D233JZG1D139
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLD-WKS2	JamesWel	4XZQZ01
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLDLDOWNENR	RDownen	7WBJK11
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLDSCAN01	watsonc	HZ3JM01
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLLGARDNERJ	gardnerj	4BNW211
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLWCONTROL02	KGuiney	8KTS451
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	GOLWDROWLAND2	Frankp	2YT8301
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	LT00001857	drowland	33TS111
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	LT00001866	lindens	54YD111
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	SAC2K-WMILKE2	Wmilke	3V54Y11
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	TMGL84C6111	KThorp	84C6111
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	WS00021759	jameswel	DH5YN41
Novell	ZENworks Asset Mgmt Client Apps.	7.0 SP1	WS00023048	jameswel	6KTS451
Oracle	Oracle Home Selector	3.3	FOLLMIDDLETONM	markm	C4JVB51
Oracle	Oracle7 Client for Win32	7.3.4	DECLERUSSELL	geraldk	2G5GY71
Oracle	Oracle7 Client for Win32	7.3.4	DT00003136	MikThompson	1H3JS01
Oracle	Oracle7 Client for Win32	7.3.4	GDEFS1	SS_Little	D121FK41K171
Oracle	Oracle7 Client for Win32	7.3.4	GOLDLDOWNENR	RDownen	7WBJK11
Oracle	Oracle7 Client for Win32	7.3.4	GOLLGARDNERJ	gardnerj	4BNW211
Oracle	Oracle7 Client for Win32	7.3.4	GOLOPS	lindens	D52BQ01
Oracle	Oracle7 Client for Win32	7.3.4	GOLOPS	SYSTEM	D52BQ01
Oracle	Oracle7 Client for Win32	7.3.4	GOLWDROWLAND2	Frankp	2YT8301
Oracle	Oracle7 Client for Win32	7.3.4	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Oracle	Oracle7 Client for Win32	7.3.4	LT00001866	lindens	54YD111
Oracle	Oracle7 Client for Win32	7.3.4	SAC2K-WMILKE2	Wmilke	3V54Y11
Oracle	Oracle7 Client for Win32	7.3.4	TMGL84C6111	KThorp	84C6111
Oracle	Oracle8 Client	8.1.7	GOLLGARDNERJ	gardnerj	4BNW211
Oracle	Oracle8 Client	8.1.7	GOLOPS	lindens	D52BQ01
Oracle	Oracle8 Client	8.1.7	GOLOPS	SYSTEM	D52BQ01
Oracle	Oracle8 Client	8.1.7	LT00001866	lindens	54YD111
Oracle	Oracle8 Client	8.1.7	SAC2K-WMILKE2	Wmilke	3V54Y11
Oracle	Oracle8i (Enterprise Edition)	8.1.7	GOLLGARDNERJ	gardnerj	4BNW211
Oracle	Oracle8i (Enterprise Edition)	8.1.7	GOLOPS	lindens	D52BQ01
Oracle	Oracle8i (Enterprise Edition)	8.1.7	GOLOPS	SYSTEM	D52BQ01
Oracle	Oracle8i (Enterprise Edition)	8.1.7	LT00001866	lindens	54YD111
Oracle	Oracle8i (Enterprise Edition)	8.1.7	SAC2K-WMILKE2	Wmilke	3V54Y11
Oracle	Oracle9 Client	9.2	FOLLMIDDLETONM	markm	C4JVB51
Oracle	Oracle9i	9.2	FOLLMIDDLETONM	markm	C4JVB51
Oracle	SQL*Net for Win32	2.3	GDEFS1	SS_Little	D121FK41K171
Oracle	SQL*Plus	9.2	FOLLMIDDLETONM	markm	C4JVB51
OSI Software	PI-ProcessBook	2.12	SAC2K-WMILKE2	Wmilke	3V54Y11
OSI Software	PI-ProcessBook	2.31	DECLERUSSELL	geraldk	2G5GY71
OSI Software	PI-ProcessBook	2.31	GOLD-WKS2	JamesWel	4XZQZ01
OSI Software	PI-ProcessBook	2.31	GOLDLDOWNENR	RDownen	7WBJK11
OSI Software	PI-ProcessBook	2.31	GOLLGARDNERJ	gardnerj	4BNW211
OSI Software	PI-ProcessBook	2.31	GOLWCONTROL02	KGuiney	8KTS451
OSI Software	PI-ProcessBook	2.31	LT00001857	drowland	33TS111
OSI Software	PI-ProcessBook	2.31	LT00001866	lindens	54YD111

OSI Software	PI-ProcessBook	2.31	SAC2K-WMILKE2	Wmilke	3V54Y11
OSI Software	PI-ProcessBook	2.31	TMGL84C6111	KThorp	84C6111
OSI Software	PI-ProcessBook	2.31	WS00021759	jameswel	DH5YN41
OSI Software	PI-ProcessBook	2.31	WS00023048	jameswel	6KTS451
Palm Computing	HotSync Manager	4.1	FOLLMIDDLETONM	markm	C4JVB51
Palm Computing	HotSync Manager	4.1.0	FOLLMIDDLETONM	markm	C4JVB51
Palm Computing	Palm Desktop	4.1	FOLLMIDDLETONM	markm	C4JVB51
pdf995	pdf995	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
pdf995	pdf995	Unknown	LT00001857	drowland	33TS111
pdf995	pdfEdit995	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
pdf995	pdfEdit995	Unknown	LT00001857	drowland	33TS111
pdf995	Signature995	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
pdf995	Signature995	Unknown	LT00001857	drowland	33TS111
Pegasus Imaging	PhotoPRO Gold ActiveX	Unknown	GOLWCNTRL1XZQ01	Administrator	BR9JN01
PepiMK Software	SpyBot-S&D	1,	GOLDLDOWNENR	RDownen	7WBJK11
PepiMK Software	SpyBot-S&D	1,	GOLOPS	lindens	D52BQ01
PepiMK Software	SpyBot-S&D	1,	GOLOPS	SYSTEM	D52BQ01
PepiMK Software	SpyBot-S&D	1,	LT00001857	drowland	33TS111
PepiMK Software	SpyBot-S&D	1.2	GOLOPS	lindens	D52BQ01
PepiMK Software	SpyBot-S&D	1.2	GOLOPS	SYSTEM	D52BQ01
PrestoSoft	ExamDiff Pro	1.6m	GOLLGARDNERJ	gardnerj	4BNW211
PrestoSoft	ExamDiff Pro	3.3	GOLLGARDNERJ	gardnerj	4BNW211
RealNetworks	RealPlayer 10	10.5	DECLERUSSELL	geraldk	2G5GY71
RealNetworks	RealPlayer 10	10.5	GOLDLDOWNENR	RDownen	7WBJK11
RealNetworks	RealPlayer 10	10.5	GOLDSCAN01	watsonc	HZ3JM01
RealNetworks	RealPlayer 10	10.5	GOLWCONTROL02	KGuiney	8KTS451
RealNetworks	RealPlayer 10	10.5	WS00023048	jameswel	6KTS451
RealNetworks	RealPlayer 10	6	WS00023048	jameswel	6KTS451
RealNetworks	RealPlayer 8	6	GOLD-WKS2	JamesWel	4XZQZ01
RealNetworks	RealPlayer 8	6	GOLOPS	lindens	D52BQ01
RealNetworks	RealPlayer 8	6	GOLOPS	SYSTEM	D52BQ01
RealNetworks	RealPlayer 8	6	LT00001866	lindens	54YD111
RealNetworks	RealPlayer 8	6	SAC2K-WMILKE2	Wmilke	3V54Y11
Rob Keir	SuperScan	2	GDEFS1	SYSTEM	D233JZG1D139
Roxio	DirectCD	5.1	GOLD-WKS2	JamesWel	4XZQZ01
Roxio	DirectCD	5.2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Roxio	DirectCD	5.2	LT00001857	drowland	33TS111
Roxio	DirectCD	5.3	FOLLMIDDLETONM	markm	C4JVB51
Roxio	Easy CD Creator	5.1 Basic	GOLD-WKS2	JamesWel	4XZQZ01
Safer Networking	SpyBot-S&D	-	GOLDLDOWNENR	RDownen	7WBJK11
Safer Networking	SpyBot-S&D	1.4	LT00001857	drowland	33TS111
Safer Networking	SpyBot-S&D	1.4	WS00023048	jameswel	6KTS451
ScanSoft	OmniPage Pro	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
Seagate	Crystal Reports Pro for Win32	6.0 *3	GDEFS1	SS_Little	D121FK41K171
ShopNav	ShopNav	-	GOLOPS	lindens	D52BQ01
ShopNav	ShopNav	-	GOLOPS	SYSTEM	D52BQ01
Sun	Java Runtime Environment	1.1	GDEFS1	SS_Little	D121FK41K171
Sun	Java Runtime Environment	1.1	LT00001866	lindens	54YD111
Sun	Java Runtime Environment	1.1.8	FOLLMIDDLETONM	markm	C4JVB51
Sun	Java Runtime Environment	1.1.8	GOLDSCAN01	watsonc	HZ3JM01
Sun	Java Runtime Environment	1.1.8	GOLOPS	lindens	D52BQ01
Sun	Java Runtime Environment	1.1.8	GOLOPS	SYSTEM	D52BQ01
Sun	Java Runtime Environment	1.1.8	SAC2K-WMILKE2	Wmilke	3V54Y11
Sun	Java Runtime Environment	Unknown	GOLLGARDNERJ	gardnerj	4BNW211
Sun	Java Runtime Environment	Unknown	GOLOPS	lindens	D52BQ01
Sun	Java Runtime Environment	Unknown	GOLOPS	SYSTEM	D52BQ01

Sun	Java Runtime Environment	Unknown	LT00001866	lindens	54YD111
Sun	Java Runtime Environment	Unknown	SAC2K-WMILKE2	Wmilke	3V54Y11
Sun	Java2 Development Kit	1.3.1	FOLLMIDDLETONM	markm	C4JVB51
Sun	Java2 Development Kit	1.3.1	GOLDSCAN01	watsonc	HZ3JM01
Sun	Java2 Runtime Environment	1.3	GOLDLDOWNENR	RDownen	7WBJK11
Sun	Java2 Runtime Environment	1.3	TMGL84C6111	KThorp	84C6111
Sun	Java2 Runtime Environment	1.3.1	FOLLMIDDLETONM	markm	C4JVB51
Sun	Java2 Runtime Environment	1.3.1	GOLDSCAN01	watsonc	HZ3JM01
Sun	Java2 Runtime Environment	1.4.1	GOLLGARDNERJ	gardnerj	4BNW211
Sun	Java2 Runtime Environment	1.4.1	LT00001866	lindens	54YD111
Sun	Java2 Runtime Environment	1.4.2	DF2VV771	kraftp	3C5GY71
Sun	Java2 Runtime Environment	1.4.2	GOLWCONTROL02	KGuiney	8KTS451
Sun	Java2 Runtime Environment	1.4.2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Sun	Java2 Runtime Environment	1.4.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Sun	Java2 Runtime Environment	1.5	DECLERUSSELL	geraldk	2G5GY71
Sun	Java2 Runtime Environment	1.5	DF2VV771	kraftp	3C5GY71
Sun	Java2 Runtime Environment	1.5	GOLWCONTROL02	KGuiney	8KTS451
Sun Microsystems	Java HotSpot Client VM	1.3	FOLLMIDDLETONM	markm	C4JVB51
Sun Microsystems	Java HotSpot Client VM	1.3	GOLDLDOWNENR	RDownen	7WBJK11
Sun Microsystems	Java HotSpot Client VM	1.3	GOLDSCAN01	watsonc	HZ3JM01
Sun Microsystems	Java HotSpot Client VM	1.3	GOLLGARDNERJ	gardnerj	4BNW211
Sun Microsystems	Java HotSpot Client VM	1.3	LT00001866	lindens	54YD111
Sun Microsystems	Java HotSpot Client VM	1.3	TMGL84C6111	KThorp	84C6111
Sun Microsystems	Java HotSpot Client VM	1.3	WS00021759	jameswel	DH5YN41
Sun Microsystems	Java HotSpot Client VM	1.4	GOLDSCAN01	watsonc	HZ3JM01
Sun Microsystems	Java HotSpot Client VM	1.4	GOLLGARDNERJ	gardnerj	4BNW211
Sun Microsystems	Java HotSpot Client VM	1.4.2	DF2VV771	kraftp	3C5GY71
Sun Microsystems	Java HotSpot Client VM	1.4.2	GOLWCONTROL02	KGuiney	8KTS451
Sun Microsystems	Java HotSpot Client VM	1.4.2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Sun Microsystems	Java HotSpot Client VM	1.4.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Sun Microsystems	Java HotSpot Client VM	1.5	DECLERUSSELL	geraldk	2G5GY71
Sun Microsystems	Java HotSpot Client VM	1.5	DF2VV771	kraftp	3C5GY71
Sun Microsystems	Java HotSpot Client VM	1.5	GOLWCONTROL02	KGuiney	8KTS451
Sun Microsystems	Java HotSpot Server VM	1.3.1	FOLLMIDDLETONM	markm	C4JVB51
Sun Microsystems	Java HotSpot Server VM	1.3.1	GOLDSCAN01	watsonc	HZ3JM01
Sun Microsystems	Java Web Start	1.4.2	DF2VV771	kraftp	3C5GY71
Sun Microsystems	Java Web Start	1.4.2	GOLWCONTROL02	KGuiney	8KTS451
Sun Microsystems	Java Web Start	1.4.2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Sun Microsystems	Java Web Start	1.4.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Sun Microsystems	Java Web Start	1.5	DECLERUSSELL	geraldk	2G5GY71
Sun Microsystems	Java Web Start	1.5	DF2VV771	kraftp	3C5GY71
Sun Microsystems	Java Web Start	1.5	GOLWCONTROL02	KGuiney	8KTS451
Symantec	Norton AntiVirus	7.6 Corporate Edition	GOLOPS	lindens	D52BQ01
Symantec	Norton AntiVirus	7.6 Corporate Edition	GOLOPS	SYSTEM	D52BQ01
Symantec	Norton AntiVirus	7.6 Corporate Edition	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Symantec	Norton Ghost 2003	2003	GOLDLDOWNENR	RDownen	7WBJK11
Symantec	pcANYWHERE for Win32	10	GDEFS1	SS_Little	D121FK41K171
Symantec	Symantec AntiVirus	8.1 Corporate Edition	DECLERUSSELL	geraldk	2G5GY71
Symantec	Symantec AntiVirus	8.1 Corporate Edition	DF2VV771	kraftp	3C5GY71
Symantec	Symantec AntiVirus	8.1 Corporate Edition	DT00003136	MikThompson	1H3JS01
Symantec	Symantec AntiVirus	8.1 Corporate Edition	FOLLMIDDLETONM	markm	C4JVB51
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GDEFS1	SS_Little	D121FK41K171
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLD-WKS2	JamesWel	4XZQZ01
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLDLDOWNENR	RDownen	7WBJK11
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLDSCAN01	watsonc	HZ3JM01
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLLGARDNERJ	gardnerj	4BNW211

Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLWCONTROL02	KGuiney	8KTS451
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLWDROWLAND2	Frankp	2YT8301
Symantec	Symantec AntiVirus	8.1 Corporate Edition	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Symantec	Symantec AntiVirus	8.1 Corporate Edition	LT00001857	drowland	33TS111
Symantec	Symantec AntiVirus	8.1 Corporate Edition	LT00001866	lindens	54YD111
Symantec	Symantec AntiVirus	8.1 Corporate Edition	SAC2K-WMILKE2	Wmilke	3V54Y11
Symantec	Symantec AntiVirus	8.1 Corporate Edition	TMGL84C6111	KThorp	84C6111
Symantec	Symantec AntiVirus	8.1 Corporate Edition	WS00021759	jameswel	DH5YN41
Symantec	Symantec AntiVirus	8.1 Corporate Edition	WS00023048	jameswel	6KTS451
Symantec	Symantec AntiVirus Corporate Edit.	9	GDEFS1	SYSTEM	D233JZG1D139
Tally Systems	TS.Census Client Applications	2.2	LT00001857	drowland	33TS111
Tally Systems	TS.Census Client Applications	2.2	TMGL84C6111	KThorp	84C6111
Tally Systems	TS.Census Client Applications	3.2	DECLERUSSELL	geraldk	2G5GY71
Tally Systems	TS.Census Client Applications	3.2	DF2VV771	kraftp	3C5GY71
Tally Systems	TS.Census Client Applications	3.2	DT00003136	MikThompson	1H3JS01
Tally Systems	TS.Census Client Applications	3.2	FOLLMIDDLETONM	markm	C4JVB51
Tally Systems	TS.Census Client Applications	3.2	GDEFS1	SS_Little	D121FK41K171
Tally Systems	TS.Census Client Applications	3.2	GDEFS1	SYSTEM	D233JZG1D139
Tally Systems	TS.Census Client Applications	3.2	GOLD-WKS2	JamesWel	4XZQZ01
Tally Systems	TS.Census Client Applications	3.2	GOLDLDOWNENR	RDownen	7WBJK11
Tally Systems	TS.Census Client Applications	3.2	GOLDSCAN01	watsonc	HZ3JM01
Tally Systems	TS.Census Client Applications	3.2	GOLLGARDNERJ	gardnerj	4BNW211
Tally Systems	TS.Census Client Applications	3.2	GOLOPS	lindens	D52BQ01
Tally Systems	TS.Census Client Applications	3.2	GOLOPS	SYSTEM	D52BQ01
Tally Systems	TS.Census Client Applications	3.2	GOLWCNTRL1XZQ01	Administrator	BR9JN01
Tally Systems	TS.Census Client Applications	3.2	GOLWCONTROL02	KGuiney	8KTS451
Tally Systems	TS.Census Client Applications	3.2	GOLWDROWLAND2	Frankp	2YT8301
Tally Systems	TS.Census Client Applications	3.2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Tally Systems	TS.Census Client Applications	3.2	LT00001857	drowland	33TS111
Tally Systems	TS.Census Client Applications	3.2	LT00001866	lindens	54YD111
Tally Systems	TS.Census Client Applications	3.2	SAC2K-WMILKE2	Wmilke	3V54Y11
Tally Systems	TS.Census Client Applications	3.2	TMGL84C6111	KThorp	84C6111
Tally Systems	TS.Census Client Applications	3.2	WS00021759	jameswel	DH5YN41
Tally Systems	TS.Census Client Applications	3.2	WS00023048	jameswel	6KTS451
TechSmith	Snagit	5.2	SAC2K-WMILKE2	Wmilke	3V54Y11
TechSmith	Snagit	7.2	DECLERUSSELL	geraldk	2G5GY71
The DelFin Project	Dvx	2.1	LT00001857	drowland	33TS111
Ulead Systems	Ulead Photo Express	Unknown	LT00001866	lindens	54YD111
Verizon	VZAccess Manager	5.3	FOLLMIDDLETONM	markm	C4JVB51
Vernon D. Buerg	List	Unknown	GDEFS1	SS_Little	D121FK41K171
Vernon D. Buerg	List	Unknown	GDEFS1	SYSTEM	D233JZG1D139
ViewPoint	Viewpoint Media Player	3, 0	FOLLMIDDLETONM	markm	C4JVB51
ViewPoint	Viewpoint Media Player	3	FOLLMIDDLETONM	markm	C4JVB51
ViewPoint	Viewpoint Media Player	3	GOLWCONTROL02	KGuiney	8KTS451
Wanako Games	Black Hawk Striker 2	-	GOLWCONTROL02	KGuiney	8KTS451
WebEx Communications	WebEx Meeting Manager	-	GOLDLDOWNENR	RDownen	7WBJK11
WebEx Communications	WebEx Meeting Manager	Unknown	DECLERUSSELL	geraldk	2G5GY71
WebEx Communications	WebEx Meeting Manager	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
WebEx Communications	WebEx Meeting Manager	Unknown	LT00001866	lindens	54YD111
WebEx Communications	WebEx Player	2.3	GOLDLDOWNENR	RDownen	7WBJK11
WebEx Communications	WebEx Player	Unknown	DECLERUSSELL	geraldk	2G5GY71
WebEx Communications	WebEx Player	Unknown	GOLDLDOWNENR	RDownen	7WBJK11
WebEx Communications	WebEx Player	Unknown	TMGL84C6111	KThorp	84C6111
WebSearch.com	WinTools	1.1	SAC2K-WMILKE2	Wmilke	3V54Y11
WexTech	AnswerWorks	4, 0	FOLLMIDDLETONM	markm	C4JVB51
WexTech	AnswerWorks	4	FOLLMIDDLETONM	markm	C4JVB51

WexTech	AnswerWorks Runtime	3	FOLLMIDDLETONM	markm	C4JVB51
WexTech	AnswerWorks Runtime	Unknown	GOLD-WKS2	JamesWel	4XZQZ01
WexTech	AnswerWorks Runtime	Unknown	GOLOPS	SYSTEM	D52BQ01
WexTech	AnswerWorks Runtime	Unknown	LT00001866	lindens	54YD111
WinZip Computing	WinZip for Win32	8.1	GOLDSCAN01	watsonc	HZ3JM01
WinZip Computing	WinZip for Win32	8.1 SR-1	DECLERUSSELL	geraldk	2G5GY71
WinZip Computing	WinZip for Win32	8.1 SR-1	DT00003136	MikThompson	1H3JS01
WinZip Computing	WinZip for Win32	8.1 SR-1	FOLLMIDDLETONM	markm	C4JVB51
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLDLDOWNENR	RDownen	7WBJK11
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLLGARDNERJ	gardnerj	4BNW211
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLWCNTRL1XZQ01	Administrator	BR9JN01
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLWCONTROL02	KGuiney	8KTS451
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLWDROWLAND2	Frankp	2YT8301
WinZip Computing	WinZip for Win32	8.1 SR-1	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
WinZip Computing	WinZip for Win32	8.1 SR-1	LT00001857	drowland	33TS111
WinZip Computing	WinZip for Win32	8.1 SR-1	WS00021759	jameswel	DH5YN41
WinZip Computing	WinZip for Win32	8.1 SR-1	WS00023048	jameswel	6KTS451
Xaudio	Xaudio	3, 2	GOLWMIKTHOMPSON	MikThompson	6XZQZ01
Yahoo!	Yahoo! Companion Toolbar	-	DECLERUSSELL	geraldk	2G5GY71
Yahoo!	Yahoo! Companion Toolbar	-	GOLD-WKS2	JamesWel	4XZQZ01
Yahoo!	Yahoo! Companion Toolbar	-	GOLDSCAN01	watsonc	HZ3JM01
Yahoo!	Yahoo! Companion Toolbar	-	GOLWCONTROL02	KGuiney	8KTS451
Yahoo!	Yahoo! Companion Toolbar	-	LT00001857	drowland	33TS111
Yahoo!	Yahoo! Companion Toolbar	-	SAC2K-WMILKE2	Wmilke	3V54Y11
Yahoo!	Yahoo! Companion Toolbar	-	WS00021759	jameswel	DH5YN41
Yahoo!	Yahoo! Companion Toolbar	-	WS00023048	jameswel	6KTS451
Yahoo!	Yahoo! Messenger	6,0,	GOLWCONTROL02	KGuiney	8KTS451
Yahoo!	Yahoo! Messenger	7,0,	DECLERUSSELL	geraldk	2G5GY71
Yahoo!	Yahoo! Messenger	7,0,	GOLD-WKS2	JamesWel	4XZQZ01
Yahoo!	Yahoo! Messenger	7,0,	WS00023048	jameswel	6KTS451
Yahoo!	Yahoo! Messenger	7.0.	GOLD-WKS2	JamesWel	4XZQZ01
Yahoo!	Yahoo! Messenger	7.0.	WS00021759	jameswel	DH5YN41
Yahoo!	Yahoo! Messenger	7.0.	WS00023048	jameswel	6KTS451

Software Name	Source	Purpose
Oracle		
Citrix ICA	??	communications, network
Maximo	??	Computerized Maintenance Management System
Composer	ABB	Distributed Control System (DCS) logic viewer/editor
Conductor	ABB	Distributed Control System (DCS) operations
Acrobat 6.0 Standard	Adobe	One machine has full version to create pdf's, everyone else has the free reader
Golden32	Benthic	Database query tool; exports Maximo data to Excel
M560	Camille Bauer AG	communication with metering transducers on Steam Turbine Generator
CeDar Data Monitor	Cisco	Emissions monitoring and reporting
WeatherView32	Columbia Weather Systems	Weather Station software
Daniel CUI	Daniel Industries, Inc.	communication with Daniels FlowBoss
DanielMON	Daniel Industries, Inc.	communication with Daniels Gas Chromatograph
Futura+ Communicator	Electro Industries/Gaugetech	communication with metering on Gas Turbine Generator
Entek vibration software	Entek	Vibration monitoring
GE PQM-PC	General Electric	communication with metering on 4160v switchboard
GE-745PC	General Electric	communication with protective relays on 4160 switchboard
GE-ALPS	General Electric	communication with protective relays on Gas Turbine Generator
GE-DGP-PC	General Electric	communication with protective relays on Gas Turbine Generator
GE-Local	General Electric	communication with protective relays on Gas Turbine Generator
Cimplicity	General Electric	Turbine control / control editor
Track 2	LXF Incorporated / Nalco Chemicals	Water Chemistry tracking
Captivate	Macromedia	Presentation preparation
Project	Microsoft	Project Management
Visio	Microsoft	
Office	Microsoft	
Publisher	Microsoft	
netMeeting	Microsoft	
piPC	OSIsoft	plant historian interface
DX7100	Pelco	Pan-Tilt-Zoom camera and recorder (front gate)
Ion Setup	Power Measurement Ltd.	communication with metering on Generator Step-Up Transformer Protection Panel
RSLogix 500	Rockwell Automation (Allen Bradley)	Allen Bradley PLC logic viewer / editor
Panel Builder	Rockwell Automation (Allen Bradley)	Allen Bradley PLC screen builder / editor
ROCLINK	Rockwell Automation (Allen Bradley)	communication with Allen Bradley PLC
RSLinx	Rockwell Automation (Allen Bradley)	communication with Allen Bradley PLC

Software Name	Source	Purpose
AMS Engineering Assistant	Rosemount (Emerson Process Management)	communication with Gas Flow metering devices
SEL-5010	Schweitzer Engineering Laboratory	communication with protective relays on Generator Step-Up Transformer Protection Panel
DIGSI-4	Siemens	communication with protective relays on Steam Turbine Generator
pcAnywhere	Symantec	Communicate with remote pc's
Prodagio		Archiving into peoplesoft
Peoplesoft		Financial

SCHEDULE 1.2(q)

Excluded Assets

Attached is a list of certain IT equipment located at the Power Plant. Those items highlighted and specified in the left hand column as “excluded” are not being transferred to Buyer and are Excluded Assets.

MAXIMO computerized maintenance information software is proprietary and will not be transferred to Buyer.

PI server software is a proprietary application which is licensed to Calpine and will not be transferred to Buyer.

The Intracompany Service Contracts are Excluded Assets.

All agreements for transportation services with NWP, except for the Transportation Agreement (Rate Schedule TF-1, Contract No. 127115), by and between NPC and Seller, as successor in interest to Goldendale Energy, Inc., dated October 11, 2001, as amended.

Any and all amounts owed to Seller or its Affiliates by BPA or KPUD or held by BPA or KPUD on behalf of Seller or its Affiliates.

Asset ID	Asset Location	Asset Status	Computer Name	User Emp. No.	User Location	User Name	Date Received	Installation Date	Item	Manufacturer	Model Name	Model Number	Serial Number	Service Tag	Ownership	
Excluded	16011 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			ANALYSIS DEVICE	NETSCOUT	Nessus	2211	2003090181		Owned	
Excluded	18372 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			COMPRESSION DEVICE	PERBIT	SR	20	20001592		Owned	
Included	1868 GOLDENDALE ENERGY CENTER	Deployed	GOLJEFFM	00III	6596	GARDNER, JOHN			DESKTOP PC	DELL	OPTIPLEX	GX110	7CPCC001	7CPCC001	Owned	
	1968 GOLDENDALE ENERGY CENTER	Inventory	TONY			IS, ASSET			DESKTOP PC	DELL	OPTIPLEX	GX400	80GBV01	80GBV01	Owned	
	21759 GOLDENDALE ENERGY CENTER	Deployed	GOLWBROWLAND		4228	ROYLAND, DEAN			DESKTOP PC	DELL	OPTIPLEX	GX270	DX6V01	DX6V01	Owned	
	1914 GOLDENDALE ENERGY CENTER	Deployed	CWZKGDHACRAIN		143	ROYALL, STEVE		1/11/970 2:34	DESKTOP PC	DELL	OPTIPLEX	GX110	BRJUN01	BRJUN01	Owned	
	1890 GOLDENDALE ENERGY CENTER	Deployed	UNKNOWN	00SSS		SHARED ASSET			DESKTOP PC	DELL	DIMENSION		4100	HZ3JM01	HZ3JM01	Owned
	3136 GOLDENDALE ENERGY CENTER	Deployed	GOLWKTHOMPSON		4231	THOMPSON, MICHAEL			DESKTOP PC	DELL	OPTIPLEX	GX150	6XZQZ01	6XZQZ01	Owned	
	19990 GOLDENDALE ENERGY CENTER	Deployed	DT100003136		1744	THOMPSON, MICHAEL			DESKTOP PC	DELL	OPTIPLEX	GX150	6XZQZ01	6XZQZ01	Owned	
	18183 GOLDENDALE ENERGY CENTER	Deployed			281	KLUG, GERALD	10/25/2005 0:00		DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	23259 GOLDENDALE ENERGY CENTER	Deployed			6658	KRAFT, PAUL	8/24/2004 12:00		DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	17760 GOLDENDALE ENERGY CENTER	Deployed			3313	MERCER, CHARLES	10/13/2004 0:00		DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
Included	5391 GOLDENDALE ENERGY CENTER	Deployed			1257	MLKE, WAYNE			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	19882 GOLDENDALE ENERGY CENTER	Deployed			143	ROYALL, STEVE			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	300 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	1908 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	1976 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	4406 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	17824 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	19977 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	19866 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	1148 GOLDENDALE ENERGY CENTER	Deployed			2780	TURNER, GARY			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
Included	1905 GOLDENDALE ENERGY CENTER	Deployed			571	VANDERGRIFF, WAYNE			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	9680 GOLDENDALE ENERGY CENTER	Deployed		00SSS	253	WELLS, JAMES	4/12/2005 12:00		DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	19888 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			DOCKING STATION	DELL	PORT REPLICATOR	PRO1X	3210686929	1143J501	Owned	
	1854 GOLDENDALE ENERGY CENTER	Delete	GDEFs1	00III		IS, ASSET			FILEPRINT SERVER	NETGEAR	PROLiant	DL380	D121FK41K171	D121FK41K171	Owned	
	Excluded	18456 GOLDENDALE ENERGY CENTER	Deployed	00SSS		SHARED ASSET	9/22/2004 9:00		INTRUSION DETECTION ELEMENT	CISCO SYSTEMS	IDS/397E	4236	710R791	710R791	Owned	
	1866 GOLDENDALE ENERGY CENTER	Deployed	CL2KGD-SBN		3431	BINAU, SHARON			LAPTOP PC	DELL	LATITUDE	C600	54YD111	54YD111	Owned	
	19890 GOLDENDALE ENERGY CENTER	Deployed	CL2KGD-ROUWEN		1744	DOWNEN, RICHARD			LAPTOP PC	DELL	LATITUDE	C400	7WBJK11	7WBJK11	Owned	
Included	1866 GOLDENDALE ENERGY CENTER	Inventory	SP-RGONEZ	00III	6596	GARDNER, JOHN			LAPTOP PC	DELL	LATITUDE	C600	4BNW211	4BNW211	Owned	
	20710 GOLDENDALE ENERGY CENTER	Deployed				IS, ASSET			LAPTOP PC	DELL	LATITUDE	C600	58WWY		Owned	
	23102 GOLDENDALE ENERGY CENTER	Deployed	GOLKRAFTP		6659	KRAFT, PAUL	8/8/2005 0:00	8/24/2005 12:00	LAPTOP PC	DELL	LATITUDE	D610	47COWG51	47COWG51	Owned	
	9658 GOLDENDALE ENERGY CENTER	Deployed	SAC2K-WMLKEZ		1257	MLKE, WAYNE	8/20/2004 12:00	10/13/2004 0:00	LAPTOP PC	DELL	LATITUDE	C610	3VS4Y111	3VS4Y111	Owned	
	1857 GOLDENDALE ENERGY CENTER	Deployed	GDMLDROWLAND		4228	ROYLAND, DEAN			LAPTOP PC	DELL	LATITUDE	C600	31S31111	31S31111	Owned	
	1925 GOLDENDALE ENERGY CENTER	Deployed	BASTONI-1925		143	ROYALL, STEVE			LAPTOP PC	DELL	LATITUDE	L400	2GWBPP01	2GWBPP01	Owned	
	19789 GOLDENDALE ENERGY CENTER	Deployed				SHARED ASSET			LAPTOP PC	DELL	LATITUDE	C600	50W6MN01	50W6MN01	Owned	
	19885 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			LAPTOP PC	DELL	LATITUDE	C600	84C6111	84C6111	Owned	
	9679 GOLDENDALE ENERGY CENTER	Deployed	TMGLM4C6111		253	WELLS, JAMES			LAPTOP PC	DELL	LATITUDE	D610	9TV6771	9TV6771	Owned	
	19076 GOLDENDALE ENERGY CENTER	Inventory			4845	CLARK, RANDY	4/12/2005 12:00	4/25/2005 0:00	LOCAL PRINTER	HP	DESKJET	952C	MY0B91725M	MY0B91725M	Owned	
Included	1923 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			LOCAL PRINTER	HP	DESKJET	952C	MY12K1604	MY12K1604	Owned	
	19972 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			LOCAL PRINTER	HP	DESKJET	1200C	SG19C13031	SG19C13031	Owned	
	1916 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			LOCAL PRINTER	HP	DESKJET	940C	MY17B6C080	MY17B6C080	Owned	
	1833 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			LOCAL PRINTER	HP	DESKJET	940C	MY17B6F0NX	MY17B6F0NX	Owned	
	1962 GOLDENDALE ENERGY CENTER	Deployed			2780	TURNER, GARY			LOCAL PRINTER	HP	LASERJET 1200 SERIES	C7044A	CNEB004365	CNEB004365	Owned	
	1955 GOLDENDALE ENERGY CENTER	Deployed			571	VANDERGRIFF, WAYNE			LOCAL PRINTER	HP	DESKJET	1200C	SGJ9C130SQ	SGJ9C130SQ	Owned	
	17294 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MFD	HP	OFFICEJET 720	1200C			Owned	
	1867 GOLDENDALE ENERGY CENTER	Deployed			3431	BINAU, SHARON			MONITOR	DELL	ULTRASCAN	P780	MX06271R474515P407V	MX06271R474515P407V	Owned	
	1863 GOLDENDALE ENERGY CENTER	Deployed			1744	DOWNEN, RICHARD			MONITOR	DELL	ULTRASCAN P780	P780	MX06271R474515N20X5	MX06271R474515N20X5	Owned	
	11302 GOLDENDALE ENERGY CENTER	Deployed			6596	DOWNEN, RICHARD			MONITOR	DELL	MONITOR	P780	MX06271R474515E20Y2	MX06271R474515E20Y2	Owned	
Included	1869 GOLDENDALE ENERGY CENTER	Deployed				GARDNER, JOHN			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1868 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515P407Z	MX06271R474515P407Z	Owned	
	1966 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1989 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515P407Z	MX06271R474515P407Z	Owned	
	17781 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	17781 GOLDENDALE ENERGY CENTER	Deployed			3313	MERCER, CHARLES			MONITOR	DELL	MONITOR	P780	MX06271R474515P407Z	MX06271R474515P407Z	Owned	
	4789 GOLDENDALE ENERGY CENTER	Deployed			1257	MLKE, WAYNE			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	2092 GOLDENDALE ENERGY CENTER	Deployed			4228	ROYLAND, DEAN			MONITOR	DELL	MONITOR	P780	MX06271R474515P407Z	MX06271R474515P407Z	Owned	
	1853 GOLDENDALE ENERGY CENTER	Deployed			143	ROYALL, STEVE			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	15555 GOLDENDALE ENERGY CENTER	Deployed			143	ROYALL, STEVE			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
Included	301 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1915 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1951 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1964 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1972 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1972 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	5682 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	11399 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	19980 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	26675 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
Included	1868 GOLDENDALE ENERGY CENTER	Deployed			4231	THOMPSON, MICHAEL			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1961 GOLDENDALE ENERGY CENTER	Deployed			2780	TURNER, GARY			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1904 GOLDENDALE ENERGY CENTER	Deployed			571	VANDERGRIFF, WAYNE			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1912 GOLDENDALE ENERGY CENTER	Deployed			4240	WHITE, TRACE			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1958 GOLDENDALE ENERGY CENTER	Inventory		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1870 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1870 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1967 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1907 GOLDENDALE ENERGY CENTER	Delete		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
Included	1900 GOLDENDALE ENERGY CENTER	Delete		00III		IS, ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	4 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	Excluded	GOLDENDALE ENERGY CENTER	Deployed	00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	1901 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
Included	52371 GOLDENDALE ENERGY CENTER	Deployed		00SSS		SHARED ASSET			MONITOR	DELL	MONITOR	P780	MX06271R474515B04029	MX06271R474515B04029	Owned	
	GOLDENDALE ENERGY CENTER															

SCHEDULE 1.4

Excluded Liabilities

All liabilities related to the complaint captioned *Estate of Jones, et al. v. Calpine Corporation*, filed on June 11, 2003, by the Estate of Darrell Jones and the Estate of Cynthia Jones against Calpine in the United States District Court for the Western District of Washington.

Any payment or reimbursement obligation of Seller pursuant to Section 6 of that certain Bill of Sale, Assignment and Assumption Agreement, dated March 4, 2004, between Calpine, as Assignor, and Seller, as Assignee.

All liabilities related to or arising under that certain Purchase Agreement between Darrell M.P. Jones and Calpine, dated April 12, 2001.

Settlement Agreement, dated as of May 31, 2001, by and between Martha M. Edmiston, Michael Scott Edmiston and Peter H. Edmiston, individually, Martha M. Edmiston and Peter H. Edmiston as trustees of the Martha and Peter Edmiston revocable Trust, and Martha M. Edmiston and Peter H. Edmiston as trustees of the Michael Scott Edmiston Irrevocable Trust, and Calpine and/or Seller, as successor in interest to Goldendale Energy, Inc.

SCHEDULE 4.4

Seller's Required Consents

Approval under Section 203 of the Federal Power Act for the acquisition of the Power Plant and the rate schedule listed on Schedule 1.1(d).

Expiration of any waiting period (or obtaining of any approval required) under the HSR Act.

Any consent of the debtor in possession lenders in the Chapter 11 Case pursuant to and under the Amended and Restated Revolving Credit, Term Loan and Guarantee Agreement, dated as of February 23, 2006, among (i) Calpine Corporation, (ii) the subsidiaries of the Borrower named therein, (iii) Credit Suisse Securities (USA) LLC and Deutsche Bank Securities Inc., as joint syndication agents, (iv) Deutsche Bank Trust Company Americas, as administrative agent for the First Priority Lenders thereunder, (v) General Electric Capital Corporation, as Sub-Agent for the Revolving Lenders thereunder, (vi) Credit Suisse, as administrative agent for the Second Priority Term Lenders thereunder, (vii) Landesbank Hessen Thüringen Girozentrale, New York Branch, GE Capital and HSH Nordbank AG, New York Branch, as joint documentation agents for the First Priority Lenders thereunder, and Bayerische Landesbank, GE Capital and Union Bank of California, N.A., as joint documentation agents for the Second Priority Lenders thereunder, and (viii) each of the financial institutions from time to time party thereto, as may be required for the transactions contemplated by the Agreement.

Any consent of the lenders pursuant to and under (i) the \$235,000,000 First Priority Secured Floating Rate Notes due 2009, issued by Calpine Generating Company, LLC ("CalGen") and CalGen Finance pursuant to that certain First Priority Indenture, dated as of March 23, 2004, between CalGen, CalGen Finance and Wilmington Trust FSB, as first priority trustee, (ii) the \$600,000,000 First Priority Secured Institutional Term Loans due 2009, issued by CalGen pursuant to that certain Credit and Guarantee Agreement, dated as of March 23, 2004, between CalGen, the guarantor subsidiaries of CalGen listed therein, Morgan Stanley Senior Funding, Inc., as administrative agent, sole lead arranger and sole bookrunner and the various lenders named therein, (iii) the \$200,000,000 Amended and Restated Credit Agreement, dated as of March 23, 2004, among CalGen, the guarantors party thereto, the lenders party thereto, The Bank of Nova Scotia, as administrative agent, L/C bank, lead arranger and sole bookrunner, Bayerische Landesbank, Cayman Islands Branch, as arranger and co-syndication agent, Credit Lyonnais, New York Branch, as arranger and co-syndication agent, ING Capital LLC, as arranger and co-syndication agent, Toronto Dominion (Texas) Inc., as arranger and co-syndication agent, and Union Bank of California, N.A., as arranger and co-syndication agent; (iv) the \$640,000,000 Second Priority Secured Floating Rate Notes due 2010, issued by CalGen and CalGen Finance pursuant to that certain Second Priority Indenture, dated as of March 23, 2004, between CalGen, CalGen Finance and Wilmington Trust FSB, as second priority trustee, (v) the \$100,000,000 Second Priority Secured Term Loans due 2010, issued by CalGen pursuant to that certain Credit and Guarantee Agreement, dated as of March 23, 2004, among CalGen, the guarantor subsidiaries of CalGen listed therein, Morgan Stanley Senior Funding, Inc., as administrative agent, sole lead arranger and sole bookrunner and the various lenders named therein; (vi) the \$680,000,000 Third Priority Secured Floating Rate Notes due 2011, and (vii) the \$150,000,000 11.5% Third Priority Secured Notes due 2011, in each case issued by CalGen and

CalGen Finance pursuant to that certain Third Priority Indenture, dated as of March 23, 2004, among CalGen, CalGen Finance and Wilmington Trust Company FSB, as third priority trustee, as may be required for the transactions contemplated by the Agreement.

SCHEDULE 4.5

Compliance With Law

Not applicable.

SCHEDULE 4.6

Litigation

None.

SCHEDULE 4.7

Material Contracts And Related Exceptions; Estimated Cure Costs

City of Goldendale

Water and Wastewater Utility Services Agreement by and between the City of Goldendale and Seller, as successor in interest to Goldendale Energy, Inc., dated as of December 3, 2001, as amended. Estimated cure cost – \$20,233.72.

KPUD

Generation Interconnection Agreement between KPUD and Seller, as successor in interest to Goldendale Energy, Inc., dated as of April 17, 2001, as amended. Estimated cure cost – \$0.

Transmission Agreement between KPUD and Seller, as successor in interest to Calpine, dated as of December 8, 2003, as amended. Estimated cure cost – \$0.

Station Service Power Purchase and Sale Agreement between KPUD and Seller, dated March 28, 2005, as amended. Estimated cure cost – not applicable – responsibility of Seller pursuant to Section 6.8.

NPC

Goldendale Energy Delivery Meter Signal Lease Agreement by and between NPC and Seller dated September 23, 2005, as amended. Estimated cure cost – \$0.

Transportation Agreement (Rate Schedule TF-1, Contract No. 127115), by and between NPC and Seller, as successor in interest to Goldendale Energy, Inc., dated October 11, 2001, as amended. Estimated cure cost – \$0.

BPA

Service Agreement for Point-To-Point Transmission Service (Service Agreement No. 03TX-11455), by and between BPA and Seller, as successor in interest to Calpine, dated December 8, 2003, as amended. Estimated cure cost – not applicable – responsibility of Seller pursuant to Section 6.8.

Construction and Operation and Maintenance Agreement (Contract No. 01TX-10400) between BPA and Seller, as successor in interest to Goldendale Energy, Inc., dated December 9, 2001, as amended. Estimated cure cost – not applicable – responsibility of Seller pursuant to Section 6.8

Control Area Services Agreement (Contract No. 01TX-10399) between BPA and Seller, as successor in interest to Goldendale Energy, Inc., dated December 9, 2001, as amended. Estimated cure cost – not applicable – responsibility of Seller pursuant to Section 6.8

SCHEDULE 4.8

Material Permits And Related Exceptions

<u>Permit</u>	<u>Issuing Agency</u>
Phase II Acid Rain Permit No.02AQCR-4524 Second Rev.	Ecology
NOC Order (Notice of Construction) 01AQCR-2037 Second Revision	Ecology
Waste Water Discharge Permit ST-9236	Ecology
General Industrial Stormwater Permit Revision 1/14/2005	Ecology
Hazardous Waste RCRA Site ID No: WAH000025171	Ecology
Mitigated Determination of Nonsignificance	City of Goldendale

Additionally, we have been informed by the State of Washington Department of Ecology that they will soon be sending a copy of a forthcoming Title V Air Permit (draft no. 05 AQ-C025) to be issued to the Power Plant to the Environmental Protection Agency (“EPA”) for their review. The EPA has 45 days to review and comment on this permit. We expect that the State of Washington will issue this permit to Seller within 90 days. The Acid Rain Permit and NOC Order will be incorporated into and superseded by this Permit once issued.

SCHEDULE 4.9
Environmental Matters

None.

SCHEDULE 4.10

Business Employees

Employee Name	Job Title	Hire Date	Service Date	Exempt=T Non-Exempt=N	Status	401k
Rowland, Dean	IC&E Technician A	01/02/02	01/02/02	N	Active	Vested
Gardner, John D.	IC&E Technician A	09/06/04	09/06/04	N	Active	Vested
Pineda, Frank G	Maint. Technician A	11/16/99	04/08/85	N	Active	Vested
Thompson, Michael	Maint. Technician A	01/02/02	01/02/02	N	Active	Vested
Giovannoni, Mark	Operator Technician A	07/02/90	04/29/85	N	Active	Vested
Ellingwood, Daniel	Operator Technician A	06/10/97	06/10/97	N	Active	Vested
Bishop, Reuben G	Operator Technician A	08/20/01	08/20/01	N	Active	Vested
Guiney, Kevin	Operator Technician A	10/22/01	10/22/01	N	Active	Vested
Wells, James D	Operator Technician B	02/05/96	02/05/96	N	Active	Vested
Hunter, Russell	Operator Technician B	11/19/01	11/19/01	N	Active	Vested
Reynolds, Ronald	Operator Technician B	11/19/01	11/19/01	N	Active	Vested
Quantrell, Chad	Operator Technician B	02/02/04	02/02/04	N	Active	Vested
Watson, Cory	Operator Technician B	11/28/05	11/28/05	N	Active	Vested
Linden, Sharon L	Plant Administrator	09/19/01	09/19/01	N	Active	Vested
Downen, Richard	Plant Manager I	10/09/00	10/09/00	T	Active	Vested
Milke, Wayne C	SH&E Specialist III	05/01/00	05/01/00	N	Active	Vested
Klug, Gerald L.	Maintenance Manager	08/30/96	09/28/87	T	Active	--

SCHEDULE 4.15

Condition Of Acquired Assets

Not applicable.

SCHEDULE 5.4

Buyer's Required Consents

Approval under Section 203 of the Federal Power Act for the acquisition of the Power Plant and the rate schedule listed on Schedule 1.1(d).

Expiration of any waiting period (or obtaining of any approval required) under the HSR Act.

SCHEDULE 7.5(a)

Credit Support Obligations

Irrevocable Standby Letter of Credit (the “KPUD LC”) No. S046/81695/00 in the amount of \$10,129,303.00 issued by The Bank of Nova Scotia (“Scotiabank”) in favor of Public Utility District No. 1 of Klickitat County, Washington (“KPUD”) pursuant to the Transmission Agreement dated December 5, 2003 between Calpine and KPUD. The KPUD LC was decreased to \$7,909,398.00 on August 7, 2006.

Irrevocable Standby Letter of Credit No. SE446779W in the aggregate amount of \$35,000.00 issued by General Electric Capital Corporation in favor of Northwest Pipeline Corporation on November 1, 2006, as amended.

SCHEDULE 11.5

Real Property Allocation for REET

Total Value of Assets Purchased	\$100,000,000		
Allocation:		Real	Personal
Land	\$850,000	\$850,000	
Structure	7,540,000	7,540,000	
PPE – real property	76,814,985	76,814,985	
PPE – personal property	\$14,795,015		\$14,795,015
	\$100,000,000	\$85,204,985	\$14,795,015

SCHEDULE 15.1

Permitted Liens

The Additional Real Property is, and at Closing will be, subject to that certain Farm Lease, dated May 1, 2002, by and between Calpine, as successor in interest to Goldendale Energy, Inc., and Karl A. Enyeart.